TBP & ASSOCIATES INC. 1908 IBM CANADA LTD 1935 GSI INTERNATIONAL CONSULTING G 1929 CCI LEADERSHIP INSTITUTE 4500 CONVERSART CONSULTING LTD. 1920	0123599 8158060 5857995 9458193 0124324	2015-04-02 2015-04-20 2015-04-22 2015-05-04	Validity Per. Start 2015-04-02 2015-04-20 2015-04-22 2015-05-04	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-01 2015-04-17	\$14,944.25	\$14,944.25
TBP & ASSOCIATES INC. 1908 IBM CANADA LTD 1935 GSI INTERNATIONAL CONSULTING G 1929 CCI LEADERSHIP INSTITUTE 4500 CONVERSART CONSULTING LTD. 1920	5857995 9458193 0124324	2015-04-22 2015-05-04	2015-04-22		OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015 04 17		
IBM CANADA LTD 1935 GSI INTERNATIONAL CONSULTING G 1929 CCI LEADERSHIP INSTITUTE 4500 CONVERSART CONSULTING LTD. 1920	5857995 9458193 0124324	2015-04-22 2015-05-04	2015-04-22	2016-03-31		2013-04-17	\$24,860.00	\$24,860.00
GSI INTERNATIONAL CONSULTING G 1929 CCI LEADERSHIP INSTITUTE 4500 CONVERSART CONSULTING LTD. 1920	0124324		2015-05-04	2010 00 01	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-15	\$24,860.00	\$24,860.00
CONVERSART CONSULTING LTD. 1920		0045.05.40	2010-00-04	2015-06-30	EDP CONSULTANTS	2015-04-28	\$24,679.20	\$24,679.20
The state of the s	0459570	2015-05-12	2015-05-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-05-08	\$24,973.00	\$24,973.00
COACHING ALLIANCES 1937	0400079	2015-07-02	2015-07-02	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-12-31	\$24,408.00	\$24,408.00
	7158338	2015-07-06	2015-07-06	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-06-13	\$5,650.00	\$5,650.00
JHG CONSULTING NETWORK INC 1913	3858545	2015-07-06	2015-07-06	2015-10-07	EVALUATION SERVICES '	2015-07-06	\$24,860.00	\$24,860.00
HALIFAX GROUP, THE 1928	8558714	2015-07-22	2015-07-22	2015-09-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-09-30	\$16,526.25	\$16,526.25
JHG CONSULTING NETWORK INC 1913	3858715	2015-07-23	2015-07-23	2016-01-31	EVALUATION SERVICES	2016-01-31	\$24,860.00	\$24,860.00
n12 Consulting Corp. 1940	0258855	2015-08-07	2015-08-07	2015-12-31	EDP CONSULTANTS	2015-12-31	\$24,238.50	\$24,238.50
NCR ASSOCIATES 1914	4758720	2015-08-21	2015-08-21	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-07-27	\$22,571.75	\$22,571.75
ALTIS HR 1927	7858963	2015-08-31	2015-08-31	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-08-31	\$24,636.83	\$24,636.83
EXCELLENCE RHR CONSULTATION IN 1914	4758725	2015-09-04	2015-09-04	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-07-27	\$21,696.00	\$21,696.00
CACHE CONSULTING CORPO. 1939	9959386	2015-11-04	2015-11-04	2016-03-31	EDP CONSULTANTS	2015-10-23	\$24,992.78	\$24,992.78
PLEIAD CANADA INC. 1902	2459344	2015-11-06	2015-11-06	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-11-06	\$14,940.98	\$14,940.98
PETER CAMERON AND ASSOCIATES I 1902	2459374	2015-11-16	2015-11-17	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-11-17	\$11,300.00	\$11,300.00
MAXSYS 1929	9459319	2015-11-25	2015-11-25	2016-09-30	EDP CONSULTANTS	2015-11-20	\$11,300.00	\$1,6,950.00
AIM GROUP INC, THE 1927	7959565	2015-12-07	2015-12-07	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-01-29	\$24,860.00	\$24,860.00
DENNERY RESOURCES 1927	7059696	2015-12-18	2015-12-18	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-12-18	\$19,436.00	\$19,436.00
PROTAK CONSULTING GROUP INC 1929	9469621	2016-01-11	2016-01-11	2016-03-31	EDP CONSULTANTS	2015-12-15	\$24,814.80	\$24,814.80
SYSTEMSCOPE INC. 4500	0126833	2016-01-11	2016-01-11	2016-05-31	EDP CONSULTANTS	2015-12-23	\$24,973.00	\$24,973.00
I4C CONSULTING INC. 1940	0269523	2016-01-15	2016-01-15	2016-03-31	EDP CONSULTANTS '-	2016-01-15	\$38,808.72	\$38,808.72
LANSDOWNE TECHNOLOGIES INC. 1904	4669955	2016-01-28	2016-01-28	. 2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-02-02	\$3,390.00	\$3,390.00
BEYOND TECHNOLOGIES CONSULTING 1939	9969943	2016-02-02	2016-02-02	2016-03-31	EDP CONSULTANTS	2016-03-31	\$24,012.50	\$24,012.50
DENNERY RESOURCES 1914	4760101	2016-02-12	2016-02-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-02-11	\$9,986.38	\$9,986.38
ARTEMP PERSONNEL 1928	8068439	2016-02-17	2016-02-17	2016-09-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-04-01	\$23,363.88	\$23,363.88
PROTAK CONSULTING GROUP INC 1929	9460112	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	\$24,408.00	\$24,408.00
ORANGUTECH INC. 1929	9460113	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	\$24,950.40	\$24,950.40
SAMSON & ASSOCIÉS 1921	1960306	2016-03-03	2016-03-03	2016-04-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-31	\$19,888.00	\$19,888.00
FAST TRACK STAFFING INC. 1929	9460342	2016-03-09	2016-03-09	2016-07-31	EDP CONSULTANTS	2016-03-07	\$19,012.25	\$19,012.25
THE RIGHT DOOR 1921	1960410	2016-03-17	2016-03-17	2016-05-13	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-31	\$24,747.00	\$24,747.00
QMR STAFFING SOLUTIONS \ 1928	8560428	2016-03-30	2016-03-30	2016-06-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-15	\$21,470.00	\$21,470.00



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Profe	essi	onal	Serv	ices	Contr	act
Contra	t de	ser	vices	prof	essio	nnels

Standing affer N° N° da l'Offre à commande 4500123599 Validity Data - Période Valide

From/De: 04/02/2015 To/A: 08/28/2015

Value af contract - Valeur du Tax Amount Montant de la taxa 13,225.00 CAD 1,719.25 CAD 14,944.25 CAD

Issuing Office Address - Adresse du bursau d'origine RESEARCH AND STATISTICS DIVISION DEPARTMENT OF JUSTICE CANADA ATT: LOUISE FREITAS 613-957-9632 284 WELLINGTON, EMB-6072 OTTAWA ON KIA 0H8

Financial codas - Codes financiars

70024 -

3750

Contact Name - Parsonne-ressource Desbois, Sylvain

Tel. No - Nº de tél. 613-960-4881 Contractor's name and address - Nam et edressa da l'antrapranet CENTRE OF EXCELLENCE FOR PS MARKETING 300-205 CATHERINE ST OTTAWA ON K2P 1C3 CANADA

141827

Contact Nams - Persanna-rassaurce

Tal. No - Nº da tél.

/andar - Fournissaur

Description · Description

Social media monitoring

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suiventes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux. Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

#### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

MAC LEAN Signature Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed an bahalf of Her Majesty the Quesn in right of Canada by the duly authorized afficer.

Ce contrat a été eigné su nom de Sa Majesté la Raine du Chef du Canada par l'agent autorisé.

Camracting Authority - Autorité contractuelle

Talephone - Táléphane

Address - Adresse

Beverly Charette - Director CMMD

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Centractor effers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'antrepreneur s'engags à vendra et à fournir au Ministra, selan les termes et conditions énumérés dans ce document, les biens et/ou les services apécifiés au prix idantifié dans la dacument.

Signature

April 6, 2015

Date

Canada



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#### Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat

4500123599

Standing offer N° N° de l'Offre à commando

#### GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/ifc-vl.html

#### CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites; sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vi-ifc.html



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#### Professional Services Contract Contrat de services professionnels

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#### PART 6: RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### 6.1 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

#### 6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.2.1 General Conditions

2010B (2014-11-27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

- 6.3 Security Requirements
- 6.3.1 There is no security requirement applicable to this Contract.
- 6.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Project lead:	
Project support:	

- 6.5 Term of Contract
- 6.5.1 Period of the Contract

The period of the Contract is from award date to August 28, 2015 inclusive.

#### 6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 4 months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

#### 6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvain Desbois

Canada



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#### Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat N° N° de l'Offre à commande 4500123599

Contracts Management Officer 284 Wellington Street - EMB1233 Ottawa, Ontario K1A 0H8

Telephone: 613-960-4881

E-mail: sylvain.desbois@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Project Authority

Mylène Lambert Researcher Research and Statistics Division 284 Wellington Street - EMB 6073 Ottawa, Ontario K1A 0H8

Telephone: 613-957-7410

E-mail: mylene.lambert@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.6.3 Contractor's Representative

Managing Partner
Centre of Excellence for Public Sector Marketing (CEPSM)
300-205 Catherine Street
Ottawa, ON
Telephone:
E-mail address: @cepsm.ca

#### 6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment : Firm lot price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B - Basis of Payment, for a cost of \$13,225.00. Customs duties are included, and Applicable Taxes are extra, if applicable.

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#### Professional Services Contract Contrat de services professionnels

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Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.9 Method of Payment

6.9.1 Milestone Payments

For the work as described in Annex A - Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

#### 6.9.2 Payment by Direct Deposit

Payments by direct deposit will be subject to article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract.

To complete a direct deposit registration, the Contractor must complete and submit the Recipient Electronic Payment Registration Request Form from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 6.10 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any the Contractor agrees to repay any overpayment immediately on demand by Canada.



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#### Professional Services Contract Contrat de services professionnels

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credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 6.11 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 6.12 Invoicing Instructions

6.12.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each claim must be supported by the following, where applicable:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

#### 6.12.2 Claims must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 6.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices
- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 6.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 6.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 6.16 Priority of Documents

The order of documents shown below reflects current Policy and Legal advice. The Contracting Authority must amend the list to reflect the applicable documents and list the annexes in order of priority, as applicable. When more than one supplemental general conditions apply to the requirement, the Contracting Authority must identify the supplemental general conditions in ascending



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#### Professional Services Contract Contrat de services professionnels

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numerical sequence based on the identification number.

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010 ( 2014-11-27 )
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/531/ZT and
- (g) the Contractor's bid dated March 9, 2015

#### 6.17 Basis for Canada's Ownership of Intellectual Property

The Department of Justice has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the bidder has declared in writing that he is not interested in owning the Intellectual Property Rights in Foreground Information;

#### 6.18 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 6.19 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 6.20 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The



Gouvernement du

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Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 6.21 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

#### 6.22 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 6.23 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- The Contractor has no obligation regarding claims that were only made because:
- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or



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## Professional Services Contract Contrat de services professionnels

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(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### ANNEX A: STATEMENT OF WORK

#### 1. TITLE

Social media monitoring: Dissatisfaction with the justice system

#### 2. OBJECTIVE

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and exploration.

#### 3. BACKGROUND STATEMENT

Over the last few years, Justice Canada has had an active presence on social media. Among other things, Justice Canada uses these platforms to share reports, announce funding and new legislation, post photos of events and comment on news reports. These "digital activities" can also be used to inform the public, provide the Justice department's orientation, seek the public's reaction, stimulate dialogue, and prompt individual's points of view on different issues.

In all of these messages and conversations, there could be implicit disapproval, dissatisfaction or praise and approval. The points of dissatisfaction and disapproval are especially important because they could be areas the Government of Canada could review to explore the concerns of Canadians.

Even without formal digital activity from the department, Justice Canada finds lot of "conversations" and reaction on social media related to people starting discussions and showing frustration regarding the justice system in their personal lives (ex. spouse not paying child support and "government not doing anything about it #.", for example). The conversations could also be related to justice system cuts, to government litigation, etc.

Sometimes, the conversations or expressions of frustration lead to other topics or become linked to other systems such as health, education, parenting, public legal information, etc. For example, someone can complain about graffiti and the fact that "nobody is there to punish those kids#." In this instance, a multidimensional assessment of the graffiti problem may actually be a product of poor parenting, limited social support and poor social cohesion. This more nuanced conversation that involves multiple related issues will be explored in this project.

Research and Statistics Branch.

#### 4 REQUIREMENT DESCRIPTION

#### 4.1 SCOPE

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and



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Professional Services Contract Contrat de services professionnels Contract N° N° du contrat 4500123599

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exploration.

Research questions:

Over the last 90 days (historical data is limited to 90 days):

- 1. What are the key issues/themes/topics and communities of dissatisfaction prevalent on social media in relation to the justice system in Canada?
- 2. Who are the key influencers/commentators within communities of dissatisfaction?
- 3. What are the key concerns of communities of dissatisfaction?
- 4. What additional issues/topics are discussed within communities of dissatisfaction?
- 5. What other communities do these communities of dissatisfaction associate with (e.g. health, education, parenting, etc#)?
- 6. What is the conversation volume?
- 7. What are the trending links, photos, videos, and hashtags?

#### 4.2 TASK / DETAILED SERVICES

- 1. Hold project launch meeting
- 2. Develop project work plan and schedule of activities, tasks and timelines (CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.)
- 3. Research and review provided internal documents (In order to attain a comprehensive understanding of the context surrounding this Justice Canada initiative, CEPSM will review any critical documents and policies that are relevant to the project and within scope)
- Conduct a Social Media Presence Audit

A social media presence audit allows an organization to gather actionable evidence-based insights and business intelligence through the strategic monitoring and network analysis of public social media content. CEPSM will begin by working collaboratively with Justice Canada to create focused keyword groups (maximum 5) based on the topics that are most pertinent to Justice Canada and best address the research questions provided in the Statement of Work.

This stage also involves creating source filters, adjusting skewed data and testing the integrity of initial results before performing deeper analysis. CEPSM will thoroughly sift through and clean the resulting datasets for each keyword group. Using the tools to which they subscribe, CEPSM will go back in time (90 days) to provide "snapshot data" over a specific time-period, ensuring that results are not skewed by a single event.

Additionally, various geo-filtering tools and techniques will be used to ensure the dataset is comprised of primarily Canadian results (unless requested otherwise). For each keyword group CEPSM will include actionable insights surrounding: Key Influencers, network visualization (using exported raw datasets), seasonality patterns, conversation volume, trending links, photos, videos, key hashtags, sentiment analysis, etc.

All of the information gathered will be thoroughly analyzed by CEPSM data analysts to gain a better understanding of context and relevancy in relation to the research goals and strategic priorities of Justice Canada. Once complete, CEPSM will develop a comprehensive visual report in PPTX format to summarize its findings.

4.3 DELIVERABLES AND ACCEPTANCE CRITERIA

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#### Professional Services Contract Contrat de services professionnels

Contract N° .
N° du contrat

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#### **DELIVERABLE 1: PROJECT MEETING**

CEPSM will meet with the Project Authority as well as key project stakeholders to gain a better understanding of the organization, desired project outcomes and the action items associated with the delivery of all tasks and deliverables. Part of this meeting would also include initial brainstorming of keyword group suggestions.

Due date: Week of April 6, 2105

#### **DELIVERABLE 2: WORKPLAN**

-CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.

Due date: Week of April 13, 2015

#### DELIVERABLE 3: RESEARCH AND REVIEW

-In order to attain a comprehensive understanding of the context surrounding Justice Canada initiative, CEPSM will review any Justice documents and policies that are relevant to the project and within scope.

Due date: Week of April 13, 2015

#### DELIVERABLE 4 : SOCIAL MEDIA AUDIT ( DRAFT )

-Conduct a Social Media Presence Audit (Draft)

Due date: Week of April 30, 2015

#### DELIVERABLE 5: SOCIAL MEDIA AUDIT (FINAL)

-Conduct a Social Media Presence Audit (Final)

Due date: Week of May 14,2015

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#### DELIVERABLE 6: SENIOR MANAGEMENT PRESENTATION

-CEPSM will perform final revisions and deliver a condensed summary presentation of the Social Media Presence Audit geared specifically to the needs and interests of Senior Management.

Due date: Before August 28, 2015

All draft deliverables will be provided to the Project Authority in Word format and Power Point format through email. The final version will also be provided in PDF version. The Project Authority will have one week comment on the Social media presence audit draft.

#### 5. Support Provided by Canada

The Project Authority will provide any relevant public documents that Justice Canada has on hand.

#### ANNEX B: BASIS OF PAYMENT

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Deliverable 1-2-3:

Firm Amount: \$1,725.00

Deliverable 4-5:

Firm Amount: \$9,975.00

Deliverable 6:

Firm Amount: \$1,725.00

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ATT: DENISE LALONDE (613-948-2525) 284 WELLINGTON ST

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OTTAWA ON KIA 0H8 CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute eutre personne désignée pour le remptacer.

613-823-0456

2. The terms and Conditions set out in SSC Supply Arrengement Serial No. E60ZT-120001/382/ZT between the Vendor and the Crown, es represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portent le numéro de série E60ZT-120001/382/ZT sont incorporées dans les présentes,

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Government of Canada

Gouvernement du Canada

### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

and Government Services Canada (PMGSC).  1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid REALHABLITY STATUS, granted or approved by CISD/PMGSC.  1.3 The Contractor/Offeror MIST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror MIST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must sensure that its personnel are made aware of and comply with this restriction.  1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PMGSC.  1.5 The Contractor/Offeror must comply with the provisions of the: a. Socurity Repuirements Check List, stached at Annex B; b. Industrial Security Hohoul clacest Daition).  2. STATEMENT OF WORK  7. STATE	T	Canada Canada Arranger	ment en mauere d	approvisionnem	CITE I GIALLI AUX III	VITALIONS & S	oumssionner et a	UX COIII	rais	
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awarded without the prior written permission of CISD/PMGSC.  1.5 The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List, attached at Annex B; b. Industrial Security Menual (Latest Edition).  2. STATEMENT OF WORK The Contractor must perform the Work in accordance with the Statement of Work at Annex A; All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.  3.1 General Conditions 20108 (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.  3.2 Supplemental General Conditions 4006 (2016-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.  4. TERM OF CONTRACT The Work is to be performed during the period of April 20, 2015 to March 31, 2016.  5. AUTHORITIES  5.1 Contracting Authority for the Contract is: Kayla Pordonick Rayla Pordonick Contracting Authority for the Contract is: Kayla Pordonick Contracting Authority for the Contract is: Kayla Pordonick Contracting and sustice Canada 2014 Wellington Street, EMB 1245 Ottawa ON, KIA 0HB		information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware								
a. Security Requirements Check List, attached at Annex B; b. Industrial Security Manual (Latest Edition).  2. STATEMENT OF MORK The Contractor must perform the Work in accordance with the Statement of Work at Annex A.  3. STANDARD CLAUSES ARD CONDITIONS All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual On-clauses and-conditions—quidelines/standard-acquisiti On-clauses—and-conditions—manual) issued by Public Works and Government Services Canada.  3.1 General Conditions 2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.  4. TERN OF CONTRACT The Work is to be performed during the period of April 20, 2015 to March 31, 2016.  5. AUTHORITIES  5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Contracting Street, EMB 1245 Cottawa ON, KIA ORB.		1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.								
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All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.  3.1 General Conditions 2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.  3.2 Supplemental General Conditions 4006 (2010-09-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.  4. TERM OF CONTRACT The Work is to be performed during the period of April 20, 2015 to March 31, 2016.  5. AUTHORITIES  5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, KIA OHB		The Contractor must perform the Work in accordance with the								
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4. TERM OF CONTRACT The Work is to be performed during the period of April 20, 2015 to March 31, 2016.  5. AUTHORITIES  5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, KIA OH8		2010B (2015-09-25) General Conditions - Professional Services								
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5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A OH8		The Work is to be performed during the period of April 20, 2015 to		,						
The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A OH8		5. AUTHORITIES						1		
Requisition No Demande Page Ord. Off - Bur. deman Yr An. Ser. No N° de série 2 of 13		The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245								ŧ
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## Government of Canada

#### Gouvernement du Canada

## Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Canada Canada Arrangem	ent en matiere d'	approvisionnem	ent relatif aux inv	vitations a so	oumissionner et a	MX CONTR	its	
T	Description	From - De Y-A M D-J	Ta-À Y-AMD-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total
	Telephone: 613-946-9012 Email: Kayla.Pordonick@justice.gc.ca								
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.								
	5.2 Technical Authority The Technical Authority for the Contract is: Beverly Charette Director of Contracting and Material Management Department of Justice Canada 284 Wellington Street, EMB 1152 Ottawa ON, K1A OH8 Telephone: 613-941-7343 Email: Beverly.Charette@justice.gc.ca	. •							
	The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.								
	6. PAYMENT		į						
	6.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Professional Fees. Customs duties are included and Applicable Taxes are extra.								
	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.								
	6.1.1 Basis of Payment - Professional Fees Resource: Per Diem Rate: Level of Effort: up to a maximum of days					,			
	For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days		1						
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ctually worked, with no provision for annual leave, statutory colidays and sick leave. If time worked is more or less than a lay, the all inclusive fixed daily rate must be prorated to effect the actual time worked.	Y-A M D-J	Y-A M D-J	Code consignataire	N° de jours	Taux/Val. limite	%TPS	Total TPS	Total
lay, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.							1	
2 Limitation of Expenditure								
.2.1 Canada's total liability to the Contractor under the contract must not exceed \$22,000.00. Customs duties are included and Applicable Taxes are extra.							3	
2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting authority before their incorporation into the Work. The Contractor constant not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the critten approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of his sum:  When it is 75 percent committed, or four (4) months before the contract expiry date, or as soon as the Contractor considers that the contract funds the contract funds or covided are inadequate for the completion of the Work, whichever comes first.				-				
.2.3 If the notification is for inadequate contract funds, the contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's iability.		į						:
anada will pay the Contractor upon completion and delivery of the lork in accordance with the payment provisions of the Contract if:  an accurate and complete invoice and any other documents equired by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;  all such documents have been verified by Canada;  the Work delivered has been accepted by Canada.								
.4 Payment by Direct Deposit Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 1010B (2014-09-25), General Conditions - Professional Services Medium Complexity), forming part of this Contract.								
o complete or amend a direct deposit registration, the Contractor ust complete and submit to the Contracting Authority the ecipient Electronic Payment Registration Request Form that can be		ı						
7/2006)		<del></del>	Ord Off - Bur do	Requisition No	Demande . Ser. No - N* de se		Page 4 of	13



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m de	Description		From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TP\$	GST Total Total TPS	Total
	obtained from the Department of Justice internet site at: http://www.justice.gc.ca/eng/contact/enrol-inscri.html.  It is the sole responsibility of the Contractor to ensure that information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate on to date, the provisions identified herein under Article 14-Payment Period and Article 15 - Interest on Overdue Accounts, out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until	o t r up								
.	the Contractor corrects the matter.  7. ACCOUNTS AND AUDIT	ł								
	7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitmed made by the Contractor in connection with the Work, including a invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.	ents								
	7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.									
	7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contract must make this information available for audit, inspection and examination by the representatives of Canada, who may make copy and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furniall the information as the representatives of Canada may from to time require to perform a complete audit of the Contract.	ctor								
	7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demands Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at	nd s								
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Government of Canada

### Gouvernement du Canada

	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
a	my given time, Canada does not lose this right.								
e	. INVOICING INSTRUCTIONS The Contractor must submit invoices in accordance with the section in the section in the section in the section in the submitted in the invoice is completed.	on 3							
A D 2 O T	Invoices must be submitted to: Denise Lalonde Idministrative Assistant Department of Justice Canada 184 Wellington Street, EMB 1158 Dettawa ON, K1A OH8 Delephone: 613-946-4264 Denise.Lalonde@justice.gc.ca								
	. NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE GOVERNMENT OFFICES				!	-			
a	1.1 Where the Contractor, its employees, subcontractors, or agent are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for the contractor of the contractor	or							
i g	2.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to povernment premises and, as a result, no work is performed, Canada not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.	la			·				
0 20 0 10 0 10	O. CERTIFICATIONS COMPLIANCE compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.					·			
ΙĪ	1. APPLICABLE LAWS The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
1	2. PRIORITY OF DOCUMENTS								



•	Description	From - De Y-A M D-J	To - À L-Q M A-Y	Consignee Code Code consignataire	No. of Days Nº de jours	Fees Nat. Limit TauxNat. limite	GST% %TP\$	GST Total Total TPS	Totat
	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.  a. the Articles of Agreement;  b. the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;  c. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);  d. Annex A, Statement of Work;  e. Annex B, Security Requirements Check List;  f. Supply Arrangement Number E602T-120001/382/ZT; and  g. the Contractor's bid dated April 14, 2015.								
	13. TRANSLATION OF DOCUMENTATION The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.		-						
	14. REPLACEMENT OF SPECIFIC INDIVIDUALS  14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.	-							
	14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed replacement; and  (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								
	14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with								
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subsection 2. The fact that the Contracting Authority does no order that a replacement stop performing the Work does not re	From Y-A M		To - Å Y-A M D-J	Consignee Code	No. of Days	Fees /Val. Limit	GST%	GST Total	
			1-4/ M D-1	Code consignataire	N° de jours	Taux/Val. limite	%TPS	Total TPS	Total
the Contractor from its responsibility to meet the requirement the Contract	elieve								
15. OWNERSHIP									
15.1 Unless provided otherwise in the Contract, the Work or a part of the Work belongs to Canada after delivery and accepta by or on behalf of Canada.	any ance								·
15.2 However if any payment is made to the Contractor for or account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon payment being made. This transfer of ownership does not const acceptance by Canada of the Work or any part of the Work and not relieve the Contractor of its obligation to perform the Win accordance with the Contract.	n such Litute does								
15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains respons for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.									
15.4 Upon transfer of ownership to the Work or any part of th Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbran The Contractor must execute any conveyances and other instrumnecessary to perfect the title that Canada may require.	i nces.	-			- :				
16. LIABILITY The Contractor is liable for any damage caused by the Contractits employees, subcontractors, or agents to Canada or any thi party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damag includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real prope caused as a result of or during the performance of the Contra	rd ge erty)								
17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES			-						
17.1 The Contractor represents and warrants that, to the best its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using t Work, and that Canada will have no obligation to pay royaltie	he			,	Requisition No.				



	Canada Canada Arrangen	ient en manere d	approvisionneme	ent relatil aux inv	ritations a sc	umissionner et a	ux conu	ats	
le	· Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignateire	No. of Days N° de jours	Fees Nal. Limit TauxNal, limite	GST% %TPS	GST Total Total TPS	Total
	any kind to anyone in connection with the Work.								
	17.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.			·					
	17.3 The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or		_			·			
	(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.								
	17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:  (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or  (b) modify or replace the Work to avoid intellectual property								
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## Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Description ·	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
1	infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price								
1 :	that Canada has already paid.  If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of								
1	these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly								
(	infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
1			•	1	1	·			
4	ANNEX A - STATEMENT OF WORK				1		-		
:	1 REQUIREMENT				Į		. [		
	1.1 The Director Contracting and Materiel Management Division (CMMD) requires a Senior Procurement Specialist in support of conducting a review existing contracting services supporting the delivery of Legal Services across the Department of Justice.		-						
:	2 BACKGROUND							•	
	2.1 The Management and the Chief Financial Officer Sector is currently engaged in finding ways to be more efficient and effective in delivering on its core business responsibilities by streamlining processes, introducing best practices, leveraging technology, and pursuing creative solutions to fulfill its mandate.		i						
	2.2 As part of the Management and the Chief Financial Officer Sector, CMMD is responsible for the core business responsibilities of procurement, contracting and material management services and advice to managers at all levels. CMMD is designated as a Functional Specialist within the Department of Justice.								
1	2.3 CMMD must execute their responsibilities in a timely basis to meet the needs of their respective client organizations and stakeholders in the delivery of legal services. As Functional Specialist, CMMD is working to review all Department of Justice internal contracting processes to ensure we are delivering the most efficient and effective client service.								
	3 OBJECTIVE								
	3.1 The objective of this requirement is for senior procurement specialist services to support the Contracting and Materiel Management Division review of contracting processes.								
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T	4 CONSTRAINTS								
	4.1 There will be a requirement for the Contractor to access information available exclusively at Canada's facilities located in the National Capital Region (NCR).								
	4.2 All reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and will be used solely in support of this requirement. The Contractor shall be required to safeguard the preceding information and materials from unauthorized use and shall not release them to any third party, person or agency external to the Department of Justice without the express written permission of the Technical Authority (TA). Such information and material shall be returned to the TA upon completion of the services or when requested by the TA.								
	4.3 Any resultant contracting process must be in accordance with all Government of Canada Laws and Regulations, as well as all Treasury Board of Canada Policies and Directives.								
	5 SCOPE				1				
	5.1 The work associated with this contract includes the following:		}						
	5.1.1 Reviewing existing Department of Justice contracting processes currently in place commencing with Expert Witness process;								
	5.1.2 Identifying and proposing solutions to enhance existing contracting processes, including identification of pros, cons, and risk areas of each;								
	5.1.3 Supporting the Expert Witness Working Group co-chaired by CMMD;								
	5.1.4 Review existing templates identifying opportunities for streamlining, recommending areas for elimination, etc;								
	5.1.5 Support the development of a Contracting SharePoint site for CMMD;				}				
	5.1.6 Review existing CMMD training packages and make recommendations for updating to support new processes, or to enhance functional specialist role;								
	5.1.7 Preparing briefings/presentations for senior management meetings and approval;								
	5.1.8 Attending meetings and briefings;				}				}
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le	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	5.1.9 Leading or participating in developing contracting process maps and roles and responsibilities tables for Department of Justice OPIs involved in the contracting process;								
	5.1.10 Preparation of lesson learned reports supporting the review; and		}						
	5.1.11 Other work as identified by the Technical Authority.				[				
ļ	6 DELIVERABLES			]					
	6.1 The Contractor will be required to deliver the following:					,			
	6.1.1 Briefings/presentations/documentation in support of existing and revised contracting processes;								
-	<pre>6.1.2 Existing/revised process maps in supporting of contracting processes;</pre>								
	6.1.3 Roles and Responsibilities chart supporting contracting processes; and								
	6.1.4 Updated training packages as required.						-		
	6.2 Deliverable due dates will be agreed upon between the Technical Authority and the Contractor.								
	7 WORK LOCATION								
	7.1 Completion of some tasks will require the Contractor's resources to be present at Department of Justice facilities in various locations in the National Capital Region. All other work will be performed at the Contractor's facility using the Contractor's resources.		<i>:</i>						
	8 TRAVEL								
	8.1 Travel is not anticipated. Should this change and it be necessary to travel, the Technical Authority must authorize the travel in advance and the Department of Justice will reimburse the costs according to Treasury Board travel policies. Any local travel within the National Capital Region (NCR) and the surrounding area is the responsibility of the Contractor and the Contractor shall be responsible for all associated expenses.		· ·						
	9 MEETINGS							1	
	9.1 The Contractor, upon request from the Technical Authority, will be required to attend meetings at Department of Justice facilities in the NCR.								
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	10 Applicable Documents								
	10.1 The work must be done in accordance with the following documents: 10.1.1 Government of Canada Laws/Regulations in support of contracting (on-line) 10.1.2 Treasury Board of Canada Policies and Directives in support								
	10.1.2 Treasury Board of Canada Policies and Directives in support of contracting (on-line) 10.1.3 Department of Justice internal policies and directives (to be provided)			,					•
	10.2 The Technical Authority may provide other relevant documents as required during the course of the Contract.								
1	11 Language Requirements				}				
	11.1 All deliverables must be completed in the English language.		-						
	ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL #6.								
010	Contracting Process Review -	2015.04.20	2016.03.31	19081			13%	2,860.00	24,860.0
	Financial Codes Amount Codage financier Montant 0130-20060-153750 -4170 22,000.00	·							
	The currency of this P.O. is - La devise de ce bon est : CAD								
						}			
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IATIONAL CAPITAL REGION LEGION DE CAPITALE NATI 184 WELLINGTON ST DITAWA ON KIA OH8			Denouvée de Proppe	AB DE	ORIGINAL AF	FAIRS PORT	FOLTO ANADA			Contignes at Deginatare at Costination wifers as dedication of the specified herein an indicate of the specified herein.				
HONE: 613-952-2243			Recricular	10 0T CA	O METCALFE TAWA ON KI NADA	ST 6TH FL P 5M1	OOR			Derest englaren io: Adresser toures io: BERLII 613-	WATS-LEFORT, H			
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Les conditions (quant dans l'Arrangement en m son) accorporées dans les présentes pen	ablic Cappite socialist of ASC, interest	of the internation of the Courtes	p, regordatentide par le Manticht de 1	rgugus Publics et Servis Fram - Do	#4 Gouvernamentaux C	shade, si potent 'il file Densignos Coca	Ma. of Days	027-129001/208/ Foet AMI. Link	CSITA		7014			
Resulting Contra- E602T-120001/208	/ZT					_			1	1000				
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	AIS-LEFORT, M		Date of solicitation - Date de		Acc	counting Office Code le du bureau comptable 19358	Ord. Off - Bur. de 19358		vn, Ser. No - N° de		Page 1	of 12 de 12 Chargé de l'inspection
	NAL CAPITAL REGION N DE CAPITALE NATIC	NALE	Clauses (1) and (2) below will follow clauses 1 et 2 ci-dessous fo	orm part of this: ont partie du document de :	Des	slination						
284 W	ELLINGTON ST A ON K1A 0H8		Request for proposa		sition	BORIGINAL AE EPARTMENT OF TT: JENNIFER	JUSTICE C	ANADA			Consignee at destination unless specified herein.	Destinataire au point de destination sauf si indiqué ci-bas.
	: 613-952-2243		Contract	Contrat	1	00 METCALFE	ST 6TH FL			1	Direct inquiries to:	emandes de rens. à :
FAX:			Amendment	Modification		TTAWA ON K1 ANADA				}	Beau	VAIS-LEFORT, M 952-2243
duties and a prices, GST	rcise taxes. The Goods and Services Tax is included in the total estimated cost. Price	ces are to be in Canadian funds and includ (GST) is excluded from unit prices. GST is see include packing, packaging and are F.C applicable; for provincial taxes, see the St	extra as applicable to the unit  1.B. (including all delivery charges	19	Le numéro figurant de doi être indiqué dans tous les connaisseme bordereaux d'accomp	ns cette case toutes les factures, nis et tous les agnement.	ABORIGIN DEPARTMI ATT: JEI	NAL AFFA	re to be sent to: inal et deux copies à : IRS PORTFOI USTICE CANA OZ (613-946	ADA	)	
da douane o	anadians et la taxe d'accisa pertinents co	part de la Couronne, tous les prix seront e npris. La taxe sur les produits et sarvices (	TPS) n'est pas comprise dans les		tification Previous	Value - Valeur précédent	TOO MITT	CALFE ST	6TH FLOOF	3		
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	illons ligurant dans l'Arrangement en mati porées dans les présentes.	ère d'approvisionnement d'ASC, intervenu  Description	enine na iournisseur et la Coutoffn	ы, гиргезептею рай не милясте de l	From - De	To - Å Y-A M O-J	Consignee Code Code consignataire	No. of Deys	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total
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	1. Security Requir SECURITY REQUIREME PWGSC FILE # COMMO	NT FOR CANADIAN SUP	PLIER									
	performance of the	/Offeror must, at a Contract/Standing ity Security Cleara	Offer/Supply Ar	rangement.								
Solicitation At - A	doses - L'invitation à soumissionner prend 00:00:00	The Vendor offer services listed h	rs and agrees to sell and supply to erein and on any attached sheets	o the Minister, upon the terms and at the price(s) set out therefor. Re	conditions set out here exponses to a request f	ein, including the attachme or proposal by a potential	nts hereto, the supplies supplier will be conside	and/or State por Indiquer services	pint of manufacture/ship le lieu de fabrication of doivent être rendus.	ping of good u d'expéditio	s or where service is on des biens, ou enco	to be performed. are la fieu où les
On - Le		Le fournisseur o deux, énumérés	ffre et convient de vendre au Mini dans les présentes et dans toute tuel seront considérées comme d	stre, aux conditions stipulées dans annexe aux présentes, au ou aux	les présentes et dans prix indiqués. Les répo	les documents ci-joints, le nses à une demande de p	s biens ou services, ou roposition présentée p	arun   F.O.B. 1	Point - Point FAB		stination	
Name and a	ddress of Vendor - Nom et adresse du fou		ituel seront considerees comme d f person authorized to sign on bel a personne autorisée à signer eu l					En verti	it to Section 32(1) of the se de l'article 32(1) de la	e Financial / a loi sur le g	estion des finances p	nds are available, oubliques des fonds
	ANADA LTD	Nom et titre de l	a personne autorisée à signer eu l	nom du fournisseur (en lettres mo	u <del>lée</del> s)				5 Co	1700	ac m	470 Date
	340 ALBERT ST A ON K1R 7Y6		,					Total E	stimated Cost	Signature	For the Mydister	Réservé eu Ministre
CANAD		K	O'r at an			Totalbase Ma. Ma.	e de téléet		s 24,860.0	0 .	× Mais	laur a
Phone	:	Your off	Signature er is accepted to the	You are requested to supply		Telephone No N			ges this contract.		Sent control of or Jil F	accepte
Vendor No.	No.du Fournisseur Fax No No. d	extent s	pecified herein, ire est acceptée aux ns exposées dans les	as indicated herein.  Nous vous demandors de fournir ce qui est précisé dans les présentes.		gned copy forthwith. ourner immédiatement ment signée.	re ioniussent Jecoliu	an par tes presen	ree driii a buz coureiss	enice (III pre		Gitta - Titre

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Signature



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	with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).								
	1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by the CISD, PWGSC.								
	1.3 Processing of PROTECTED/CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer/Supply Arrangement.								
	1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.								
	1.5 The Contractor must comply with the provisions of the: a) Security Requirements Check List, attached at Annex B; b) Industrial Security Manual (Latest Edition).								
	2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.								
	3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
	4.General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
	5. Term of Contract				ľ			[	
1	5.1 Period of the Contract				}				•
	The Work is to be performed during the period of April 22, 2015 to March 31, 2016.								
	6. Authorities					. 1			
	6.1 Contracting Authority								
)-1	1 (07/2008)	<u> </u>			Requisition No.			'ege 2 of	40
				Ord. Off - Bur. de 19358		n. Ser. No-N°de s 7995	érie	2 of	12

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Γ	The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort								
	Contracting and Materiel Officer Department of Justice Canada		·						
	284 Wellington Street - EMB Room 1257		}		ł				
	Ottawa, ON K1A 0H8 Telephone: 613-952-2243								
	E-mail address: melanie.beauvais-lefort@justice.gc.ca			·					
ŀ	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in		}						
	writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract	11							
	based on verbal or written requests or instructions from anybody other than the Contracting Authority.								
	6.2 Project Authority			ł				•	
	The Project Authority for the Contract is:							•	
l	Diana Kwan	•							
l	Special Advisor to the ADAG Department of Justice Canada				1		1		
	100 Metcalfe Street, 6th Floor Ottawa, Ontario K1A 0H8							1	
l	Telephone: 613-946-6642 E-mail address: Diana.kwan@justice.gc.ca								
			Ì		1				
	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be								}
	and is responsible for all matters concerning the technical								
	discussed with the Project Authority; however the Project -Authority has no authority to authorize changes to the scope of	ı		Ì	Í				
ļ	the Work. Changes to the scope of the Work can only be made		1		]	1		}	
	through a contract amendment issued by the Contracting Authority.								
	6.3 Contractor's Representative					į.			
1	IBM Global Business Services				1				
	3755 Riverside Drive Ottawa ON K1G 4K9							}	
	Telephone: Email: @ca.ibm.com		1						
1	ega. IDIII. COIII								
	7. Payment								
	7.1 Basis of Payment - Firm Unit Price								
Ļ	In consideration of the Contractor satisfactorily completing all		<u> </u>	<u>L</u>		la Damada		Rana	
1	1 (07/2008)			Ord. Off - Bur.	deman. Yr.	lo, - Demande - An, Ser, No - N°		Page 3	of 12
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# Government of Canada

#### Gouvernement du Canada

## Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

n de	Description	From - De Y-A M D-J	To-À Y-AMD-J	. Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.								
	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.								
	7.1.1 Basis of Payment - Professional Fees Resource: Per Diem Rate: Level of Effort: up to a maximum of days					4 10 10 10			
	For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked								
	7.2 Limitation of Expenditure								
	1. Canada's total liability to the Contractor under the Contract must not exceed \$22,000.00. Customs duties are included and Applicable Taxes are extra.								
	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:			-	-				
	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.			·					
	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does								
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,	7.3 Method of Payment - Single Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.  7.4 Payment by Direct Deposit  Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.					•			
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.	·							
i	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.	_							
	7.5 Discretionary Audit								
	The following are subject to government audit before or after payment is made:								
	a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of								
41 (	07/2006)			Ord. Off - Bur. 1935	deman. Yr.	to, - Demande - An. Ser. No - N° 0 5 799		Page 5	of 12



em ticle	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.  Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.								
	7.6 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								
	8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.								
	Each invoice must be supported by: a. A copy of time sheets to support the time claimed								
	Invoices must be distributed as follows:  a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.								
	8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices								
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to								
9200	11 (07/2006)			Ord. Off - Bur. de 19358				Page 6	12



	Description	From - De Y-A M D-J	To-À Y-AMD√J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Teux/Val. timite	GST% %TPS	GST Total Total TPS	Total
is n	ernment premises and, as a result, no work is performed, Canada of responsible for paying the Contractor for work that erwise would have been performed if the Contractor had been to gain access to the premises.								
The Cont asso Cert enti with info the unkn	Certifications - Compliance continuous compliance with the certifications provided by the ractor in its bid and the ongoing cooperation in providing ciated information are conditions of the Contract. ifications are subject to verification by Canada during the re period of the Contract. If the Contractor does not comply any certification, fails to provide the associated ermation, or if it is determined that any certification made by Contractor in its bid is untrue, whether made knowingly or cowingly, Canada has the right, pursuant to the default rision of the Contract, to terminate the Contract for default.								
The	Applicable Laws Contract must be interpreted and governed, and the relations leen the parties determined, by the laws in force in Ontario.								
If that appe	Priority of Documents here is a discrepancy between the wording of any documents appear on the list, the wording of the document that first ars on the list has priority over the wording of any document subsequently appears on the list.								
b. t Prof c. A d. S	he Articles of Agreement; he general conditions (2014-09-25) 2010B General Conditions - essional Services (Medium Complexity) nnex A, Statement of Work; upply Arrangement Number E60ZT-120001/208/ZT he Contractor's bid								
The dete perf	Basis for Canada's Ownership of Intellectual Property Department of Public Works and Government Services Canada has rmined that any intellectual property rights arising from the ormance of the Work under the resulting contract will belong anada, on the following grounds: where the material developed or produced consists of material ect to copyright, with the exception of computer software and documentation pertaining to that software.								
The offi Cont ackn	Translation of Documentation Contractor agrees that Canada may translate in the other cial language any documentation delivered to Canada by the ractor that does not belong to Canada. The Contractor lowledges that Canada owns the translation and that it is under abligation to provide any translation to the Contractor. Canada								
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any ackno tech	es that any translation must include any copyright notice and proprietary right notice that was part of the original. Canada owledges that the Contractor is not responsible for any nical errors or other problems that may arise as a result of translation.								
14. 1	Replacement of Specific Individuals			·				•	1
perfo those	If specific individuals are identified in the Contract to orm the Work, the Contractor must provide the services of e individuals unless the Contractor is unable to do so for ons beyond its control.								
spec: replace replace	If the Contractor is unable to provide the services of any ific individual identified in the Contract, it must provide a accement with similar qualifications and experience. The accement must meet the criteria used in the selection of the ractor and be acceptable to Canada. The Contractor must, as as possible, give notice to the Contracting Authority of the on for replacing the individual and provide: the name, qualifications and experience of the proposed accement; and proof that the proposed replacement has the required security rance granted by Canada, if applicable.			·					
the Wather In Subsection order the Control of the C	The Contractor must not, in any event, allow performance of Work by unauthorized replacement persons. The Contracting ority may order that a replacement stop performing the Work. such a case, the Contractor must immediately comply with the rand secure a further replacement in accordance with ection 2. The fact that the Contracting Authority does not retain that a replacement stop performing the Work does not relieve Contractor from its responsibility to meet the requirements of Contract.								
15. (	Ownership	·		Ţ					
part	Unless provided otherwise in the Contract, the Work or any of the Work belongs to Canada after delivery and acceptance r on behalf of Canada.								
payme payme accep	However if any payment is made to the Contractor for or on unt of any Work, either by way of progress or milestone ents, that work paid for by Canada belongs to Canada upon such ent being made. This transfer of ownership does not constitute ptance by Canada of the Work or any part of the Work and does relieve the Contractor of its obligation to perform the Work coordance with the Contract.								
respo	Despite any transfer of ownership, the Contractor is onsible for any loss or damage to the Work or any part of the								
0-11 (07/2006)				Ord. Off - Bur. de 19358			érie	age 8 of	f 12



	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
C f	ork until it is delivered to Canada in accordance with the ontract. Even after delivery, the Contractor remains responsible or any loss or damage to any part of the Work caused by the ontractor or any subcontractor.								
0.0	. Upon transfer of ownership to the Work or any part of the Work or Canada, the Contractor must, if requested by Canada, establish or Canada's satisfaction that the title is free and clear of all laims, liens, attachments, charges or encumbrances. The contractor must execute any conveyances and other instruments eccessary to perfect the title that Canada may require.								
Tiper priid	6. Liability he Contractor is liable for any damage caused by the Contractor, ts employees, subcontractors, or agents to Canada or any third arty. Canada is liable for any damage caused by Canada, its mployees or agents to the Contractor or any third party. The arties agree that no limitation of liability or indemnity rovision applies to the Contract unless it is specifically ncorporated in full text in the Articles of Agreement. Damage ncludes any injury to persons (including injury resulting in eath) or loss of or damage to property (including real property) aused as a result of or during the performance of the Contract.				·				
1									
p. W	ts knowledge, neither it nor Canada will infringe any third arty's intellectual property rights in performing or using the ork, and that Canada will have no obligation to pay royalties of my kind to anyone in connection with the Work.	-							
otwaAareddon	If anyone makes a claim against Canada or the Contractor oncerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in riting immediately. If anyone brings a claim against Canada, ccording to Department of Justice Act, R.S., 1985, c. J-2, the ttorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may equest that the Contractor defend Canada against the claim. In ither case, the Contractor agrees to participate fully in the efence and any settlement negotiations and to pay all costs, amages and legal costs incurred or payable as a result of the laim, including the amount of any settlement. Both Parties agree of to settle any claim unless the other Party first approves the	-							
3	ettlement in writing.  The Contractor has no obligation regarding claims that were nly made because:  Canada modified the Work or part of the Work without the								
11 (07.	/2008)			Ord. Off - Bur. 6	deman. Yr.	o Demande An. Ser. No - N° d 5 799		Page 9	of 12

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	management process advice on the implementation of a litigat management model and governance and on the implementation of Centre of Expertise advisory model and governance.	tion f a									
	3. Background As part of DOJ's legal services review (LSR) commitments, the Aboriginal Affairs Portfolio proposed consolidation of its litigation services as between DOJ and AANDC and consolidated dispersed advisory services within DOJ. These proposals were result of identifying the significant risks that Aboriginal poses to Government operations across an increasingly wide rof policy and program areas and that many departments are not involved in Aboriginal legal matters and / or litigation. The delivery of Aboriginal legal services presented opportunities consolidation and rationalization.	ion of e the law range ow he									
	The implementation of the Legal Services Review will take plover three fiscal years, from 2014-15 to 2016-17. The lean services methodology is to be used in designing and implementable simplified processes.										
	As a first phase of this work, the management of Aboriginal litigation was examined. The roles and responsibilities as k DOJ and AANDC were reviewed. Recommendations that respected integrity of the respective mandates for the Attorney General Canada and for the Minister of AANDC were made in support of efficient conduct of Aboriginal litigation. The goal was to eliminate duplication where it exists, address bottlenecks in decision-making that could lead to delays or loopbacks, and ensuring that the optimal level of effort be expended at each of the litigation process, depending on the relative important the case, with a view to achieving a more appropriate level overhead to operations in both departments.	the al of the in ch step				·					
	We are now in the process of developing both a litigation management model and an advisory services model that will implement our commitments under LSR. Both of these models not be measured against lean process standards.	eed to							,		
	4 Scope: The third party consultant / expert will advise on:										
	The third party consultant / expert may review existing reset that has been done in previous years on the management of Aboriginal litigation and delivery of advisory services, copywhich will be provided to him by the Aboriginal Affairs Port The existing research will be provided in a binder. The thir party consultant / expert will also be provided copies of:  Current organizational charts, and  A jointly produced chart on roles and responsibilities.	pies of tfolio. rd									
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	The advice provided by the third party consultant / expert will support the goals of efficiency and effectiveness that underpin the horizontal review process.								
	5. Tasks: Task 1: Review background materials Task 2: Meet with stakeholders as required to provide advice on Lean management methodologies Task 3: Provide progress reports to the project authority								
	<ol> <li>Deliverables: Advice provided to the stakeholders on lean business process approaches.</li> </ol>								
	ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Please see the attached.								
00010	Lean Management Process Advice	2015.04.22	2016.03.31	19358			13%	2,860.00	24,860.00
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Mile	CONTRACT SPECIFICATIONS  1. SECURITY REQUIREMENT	•	<u> </u>		VARIBAY	PAMBA	Code Cassignation	H daysors	Timelity, Brile	1677/8	Total 796	Almy
	The following security provided by [SF] apply 1.1 The Contractor/Offs performance of the Coming the Contractor of the Co	requirements and form part aror must, at tract/Standing Security Clear Industrial Security	of the Contract: all times during Offer/Supply Arr ance at the level curity Directors	the angement, of SECRET, ce (CISD),	-							
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T	Public Works and Government Services Canada (PWGSC).								
	1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/FRGSC.								
	1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.								
	1.4 Subcontracts which contain security requirements are ROT to be awarded without the prior written permission of CISD/PWGSC.		ļ						
	1.5 The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List, attached at Annex B; b. Industrial Security Manual (Latest Edition).								
	2. STATEMENT OF WORK The Contractor must perform the Work in accordance with the Statement of Work at Annex A.			- 1		-			
	3. STANDARD CLAUSES AND CONDITIONS All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
	3.1 General Conditions 2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.								
	4. TERM OF CONTRACT The Work is to be performed during the period of May 4, 2015 to June 30, 2015.	-							
	5. AUTHORITIES				ı				
	5.1 Contracting Authority The Contracting Authority for the Contract is: Rayla Fordonick Contracting and Material Officer								
	Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa CM, KIA OBB 7elephone: 613-946-9012								
	Email: Rayla.Fordonickšjustica.gc.ca	İ							
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per per par oth	e Contracting Authority is responsible for the management of the ntract and any changes to the Contract must be authorized in iting by the Contracting Authority. The Contractor must not form work in excess of or outside the scope of the Contract sed on verbal or written requests or instructions from anybody her than the Contracting Authority.								
The Joi Sy: Dei 27	2 Technical Authority for the Contract is: shua Lacroix stua Lacroix stems Support Analyst partment of Justice Canada 5 Sparks Street, SAT 11072 tawa ON, K18 ORB lephone: 613-668-6589 sil: Joshua Lacroixējustice-go.ca								
da th te ma Te sc	e Technical Authority named above is the representative of the partment or agency for whom the Work is being carried out under a Contract and is responsible for all matters concerning the chnical content of the Work under the Contract. Technical the chnical content of the Work under the Contract. Technical technical Authority has so authority to authorize changes to the ope of the Work can only be de through a contract amendment issued by the Contracting thority.								
6.	PAYKERT			1			] ]		1
In ef a Pr	l Basis of Payment - Firm Unit Price consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid firm unit price, as specified below in 6.1.1 Basis of Payment - ofassional Fees. Customs duties are included and Applicable was are extra.		į.						
100	nada will not pay the Contractor for any design changes, diffications or interpretations of the Work, unless they have en approved, in writing, by the Contracting Authority before eir incorporation into the Work.								
Ca Ru Pe	1.1 Basis of Peymant - Professional Fees stegory/Level; 1.3 ERP Programmer Analyst - Level 3 (Senior) source: tr Diem Rate: svel of Effort; up to a maximum of days								
Fo wo ac ho	or the purpose of this Contract, a day is defined as 7.5 hours of ork, suclusive of meel breaks. Payment will be made for days trually worked, with no provision for annual leave, statutory didays and sick leave. If time worked is more or less than a								

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day, t	he all inclusive fixed daily rate must be prorated to the actual time worked.								
6.2.1 Contra	mitation of Expenditure Canada's total liability to the Contractor under the ct must not exceed \$21,840.00. Customs duries are included plicable Taxes are extra.								
of the interport of the	No increase in the total liability of Canada or in the price Work resulting from any design changes, modifications or retations of the Work, will be authorized or paid to the ctor unless these design changes, modifications or retations have been approved, in writing, by the Contracting ity before their incorporation into the Work. The Contractor of perform any work or provide any service that would result ada's total liability being exceeded before obtaining the napproval of the Contracting Authority. The Contractor must the Contracting Authority in writing as to the adequacy of many than it is 75 percent committed, or use (4) months before the contract expiry date, or a soon as the Contractor considers that the contract funds and are inadequate for the completion of the Work, wer comes first.								
Contra estima	of the notification is for inadequate contract funds, the contracting Authority a written see for the additional funds required. Provision of such attion by the Contractor does not increase Canada's lty.								
Canada Work is a. an a require the in b. all	thod of Payment will pay the Contractor upon completion and delivery of the accordance with the payment provisions of the Contract if: couract and complete invoice and any other documents of by the Contract have been submitted in accordance with roicing instructions provided in the Contract; such documents have been verified by Canada; Work delivered has been accepted by Canada.								
Payment Feriod 20108	ment by Direct Deposit s by direct deposit Mill be subject to Article 14 - Payment and Article 15 - Interest on Overdue Accounts, set out in 2014-09-25), General Conditions - Professional Services Complexity), forming part of this Contract.								
Recipie	plete or amend a direct deposit registration, the Contractor amplete and submit to the Contracting Authority the int Electronic Payment Registration Request Form that can be diffrom the Department of Justice internet site at: www.justice.gc.ca/eng/contact/enrol-inecri.html.							;	
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	It is the sole responsibility of the Contractor to ensure the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request form is up date. Should the Contractor's information within the Recipie Electronic Payment Registration Request Form not be accurate to date, the provisions identified herein under Article 14-Payment Period and Article 15 - Interest on Overdue Accounts, out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, un the Contractor corrects the matter.	to at or up set								
1	7. ACCOUNTS AND AUDIT									
	7.1 The Contractor must keep proper accounts and records of toost of performing the Work and of all expenditures or commit made by the Contractor in connection with the Work, including invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all daliveries made under the Contract.	ments all								
	7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep record of the actual time spent each day by each individual performing any part of the Work.	•					•			
	7.3 Unless Canada has consented in writing to its disposal, to Contractor must retain all the information described in this section for six years after it receives the final payment und the Contract, or until the sattlement of all outstanding clai and disputes, whichever is later. During this time, the Contraust must make this information available for audit, inspection an examination by the representatives of Canada, who may make of and take extracts. The Contractor must provide all reasonably required facilities for any sudit and inspection and must fur the information as the representatives of Canada may from to time require to perform a complete audit of the Contract.	er ms actor d pies nish								
	7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Article Agreement, is subject to government audit both before and aft payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on dem by Canada. Canada may hold back, deduct and set off any credit owing and unpaid under this section from any money that Canada cases to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right any given time, Canada does not loss this right.	er and ts								
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	8. INVOICING INSTRUCTIONS The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.								
	Invoices must be submitted to: Catherine Charbonneau Project Support Officer Department of Justice Canada 275 Sparks Street, SAT 11074 Ottawa CN, KIA OHB Telephone: 613-941-2595 Email invoices to: admin.services-isb8justice.gc.ca			·	-				
	9. NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES								
	9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closurs of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government presses and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	10. CERTIFICATIONS COMPLIANCE Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
	11. APPLICABLE LAWS The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
1	12. PRIORITY OF COCUMENTS If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first								
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-	appears on the list has priority over the wording of any document	15.00	1-1-1-1	Annual Market	4. online	140449, 200	-	New Ind	
	that subsequently appears on the list. a. the Articles of Agreement;				ŀ		1		
Ĺ	b. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Hedium Complexity);	(		ĺ					
ł	c. Annex A, Statement of Work;								
ļ	e. Supply Arrangement Number E602T-120001/138/2T.								
1	13. TRANSLATION OF DOCUMENTATION		1						
١	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the								
١	Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under								
	no obligation to provide any translation to the Contractor. Canada			1					
ı	agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada	ĺ						l	
	acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of		]	1				}	
1	the translation.			1	l				
1	14. REPLACEMENT OF SPECIFIC INDIVIDUALS								
ı	14.1 If specific individuals are identified in the Contract to		l l						
	perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for	1		Į.				!	1
Ì	reasons beyond its control.		ļ	ŀ			1		
- 1	14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a	1	Ĭ	Ì	l	ĺ		1	ĺ
- 1	replacement with similar qualifications and experience. The				l		1	l	
-	replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as		1		1			1	
J	soon as possible, give notice to the Contracting Authority of the		i	1	Į		)	) ·	1
-1	reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed		1			}		!	
١	replacement; and (b) proof that the proposed replacement has the required security						1		1
Ì	clearance granted by Canada, if applicable.		!						
Ì	14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting	ì	ł		ł	ì	1	l .	
I	Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the	ľ	·	1	l	1	1		
1	order and secure a further replacement in accordance with	ŀ			ĺ		1	i	
)	subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve	j	ļ	}	J	)	]	ļ	}
1	the Contractor from its responsibility to meet the requirements of the Contract	1		1					
١	15. OWRERSHIP								,
J	1 and the second	<u> </u>	<u> </u>	<del>ل</del>	Programma is	n Dannerje		Page _	
	,			04.0F-Br.	ments. Ye.	As Sec No-17 d		7 .	<b>£</b> 12

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	15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
	15.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.								
	15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.								
	15.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's estisfaction that the title is free end clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.								
	16. LIABILITY The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Cenada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Farties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including resulting in caused as a result of or during the performance of the Contract.								
	17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES	j	-	ľ					
	17.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Cameda will infringe any third party's intellectual property rights in performing or using the Work, end that Canada will have no obligation to pey royalties of any kind to anyons in connection with the Work.							·	
	17.2 If anyone makes a claim against Canada or the Contractor concarning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,								,
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### Supply Armingement Bullichtedoni Contract Armingement on mediere d'approvisionnement relatif aux juy/fallons à sountesionner et aux sontra

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	according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and comduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.								
	17.3 The Contractor has no obligation regarding claims that were only made because:  (a) Canads modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or  (b) Canads used the Work or part of the Work with a preduct that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or  (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or  (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: [Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that oquipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier ie the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.					·			e en skrivet de
	17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:  (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or  (b) modify or replace the Work to evoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or  (c) take back the Work and refund any part of the Contract Price that Canada has already paid.  If the Contractor datermines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of								
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Supply Arrangement indicated in Contract of Arrangement of aux contract out installed in a parameter of aux contract out installed in the contract of aux contract out installed in the contract out of the contract out out of the contract out of the contract out of the contract out out of the contract out of the contract out of the contract out out of the contract out of the contract out of the contract out out of the contract out of the contract out of the contract out out of the contract out of the contract out of the contract out out of the contract out of the contract out of the contract out out of the contract out of the contract out of the contract out o

	Description	Frame - Do Y-A M B-J	Te-Å YAMBJ	Consigner Code Code consignations	No. of Days It'do javro	Food Add, Limit Taxonigh Regio	SETS:	OST Tatel Total TPS	Total
	these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
,	annex A - Statement of work								
1	l. TITLE Department of Justice (Justice) - Level 3 ERP Programmer Analyst - Senior ABAPer								
27	Dustice is seeking a Level 3 ERP Programmer Analyst who is required to scope, plan, design, write, implement and maintain divanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP upplication.		•						
	the objective of the contract is to secure an experienced consultant that is fully wersed in the use of ARAP programming in IFMS/SAP environment in order to successfully exects the project objectives and/or operational requirements.			_					
T C SA	The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IPMS teams, as well as other technical teams implicated in system integration setween Justice applications and SAP solutions, as required.								
a	D. BACKGROUND Ustice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Dapartment.					·			
C	the Department of Justice has only one resource that can support the SAP product in the development area. On Fridey, April 27, 2015 this resource notified the department that ha would be on leave offective immediately and is estimated to return on May 29, 2015.								•
4	currently there is no one in the department who can support the echnical development and analysis for the IFMS system. The epartment is currently at considerable risk as there is no bility or skill set to resolve potential IFSM production issues.								
4 T	he Contractor's resource will undertake the following: Work with functional and technical teams to design, develop								
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Arrangement en meitière d'approvisionnement relatif aux invitations à soumissionner et sex contrat

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1	and test functionality in the IFMS system and related modules.  - Work with the IFMS delivery teams to design, develop and test required reports supporting the validation of recoverable time and service involces.								
	4.1 Scope  Evaluate change requests and enhancement requests and provide resource requirement estimates;  Debug new and existing functionality to determine the cause and resolution of identified errors;  Provide problem resolution assistance and support to IPMS Functional Analysts and IPMS Technical Analysts, as well as to other integrated system support analysts, as required;  Develop and document all custom development programs and forms;								
	- Parform business analysis of functional and data requirements associated with interfaces and associated programs;  Evaluate existing procedures and methods, identify and document items such as database content, structure and application sub systems;								
	- Define and document interfaces of manual and automated to automated operations within application subsystems and between naw and existing systems; - Establish test criteria for interfaces and custom reports with the functional and technical analysts; - Participate in working group sessions to determine detailed requirements and options surrounding interfaces and related reports and reconciliation processes; - Provide input to and assistance for the preparation of regular status reports regarding Project Team activities and deliverables, updates to the project plan(s), as required by the project manager; and								
	Provide expert advice, support and knowledge transfer to the other members of the project team and to the IFMS Functional and technical support teams, as well as other integrated system support teams, as required.								
	4.2 Tasks/Detailed Sarvices  - Repair or enhance existing IFMS custom development programs that may be impacted by operational requirements or projects underway or may require enhancement including the following:  - Special Purpose Ledger (SPL) Roll-upe  - PAYE/RAYE - Programs  - Automated Carry Forward Programs  - Reconciliation Tools  - Interfaces to GC Central systems  - Interfaces to Reporting Solutions								
	4.3 Deliverables and Acceptance Criteria All deliverables and services rendered under any contract are subject to inspection by the Technical Authority. The Technical								
<b>11</b>			•	0rd 0ff- 6ux 6 1929	Marie Yr.			Page 11	£ 12

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March Articole	Authority shall have the right to reject any deliverables not considered satisfactory, or require their correction by payment will be authorized.  5. SUPPORT PROVIDED BY JUSTICE Justice will provide the Contractor with access to the folfor the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoke contract termination.  Accounts on computer network and electronic mail system of the contract termination.  Access to a telephone;  Recess to a telephone;  Recess to a telephone;  Reference materials, as needed.  6. LANGUAGE REQUIREMENTS The working languages are English and French, all document prepared in English.  7. LOCATION OF SERVICE DELIVERY	lowing ed upon em;	YANG	7A#04		P & June	Titushinini limige		Total TPS	
	Department of Justice 264 Wellington Street Ottawa, Ontario, R2C OC3 ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL \$19.									
٥	ERP FA L3- Senior ABAPer - Resource:	20	15.05.04	2015.06.30	19294	- alijiji) 1		131	2,839,20	24,679.2
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Gouvernement du Canada

Page: 1

Professional	Services	: Contract
Contrat de serv	rices pro	fessionnels

Contract N° N° du contrat Standing offer N° N° de l'Offre à commande E60ZT-120001/524/ZT 4500124324

From/De: 05/12/2015 To/A: 03/31/2016 Value of contract - Valeur du contrat Tax Amount Montant de la lexe 24,973.00 CAD 2,873.00 CAD 22,100.00 CAD Contractor's name and address - Nom et adresse de l'entreprenaux Issuing Office Address - Adresse du bureau d'origine CCI LEADERSHIP INSTITUTE PROFESSIONAL DEVELOPMENT DEPARTMENT OF JUSTICE CANADA 421 GILMOUR ST UNIT 100 ATT: MANON ROY (613-941-1871) OTTAWA ON K2P 0R5 360 ALBERT ST ROOM 1424 CANADA OTTAWA ON K1A 0H8 Vendor - Fournisseur Financial codes - Codes financiers 3750 19027 -15 131180 Contact Name - Personne-ressource Tel. No - N° de tél. Contact Name - Personne-ressource 819-220-5110 Gbaguidi, Steve CCI services d'expert conseil Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat condu entre Sa Majesté et l'Entrepreneur. The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor. In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail. En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

#### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gr finances publiques.

Signature

Date

## CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Ce contrat a été signé au nom de Sa Majesté la Rei Majesty the Queen in right of Canada by the duty du Chef du Canada par l'agent autorisé, authorized officer.

Signature

Contracting Authority - Autorité contractuelle Steve Gbaguidi

Telephone - Téléphone 613-960-4922

284 rue Wellington, Ottawa, ON, K1A 0H8

## CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in Minister, upon the terms and conditions set out in Ministre, selon lies terms et conditions énumérés dans this document, the supplies and/or services listed herein at the price[a] setorit therefore.





# Gouvernement du Canada

Page: 1

Contract N° N° du contrat Standing offer N° N° de l'Offre à commande **Professional Services Contract** Contrat de services professionnels E60ZT-120001/524/ZT 4500124324 Validity Date - Période Valide From/De: 05/12/2015 To/A: 03/31/2016 Value of contract - Valeur du Tax Amount Montant de la taxe 22,100.00 2.873.00 CAD 24.973.00 CAD CAD Contractor's name and address - Nom et adresse de l'entrepreneur Issuing Office Address - Adresse du bureau d'origine CCI LEADERSHIP INSTITUTE PROFESSIONAL DEVELOPMENT DEPARTMENT OF JUSTICE CANADA C/O **421 GILMOUR ST UNIT 100** ATT: MANON ROY (613-941-1871) OTTAWA ON K2P 0R5 360 ALBERT ST ROOM 1424 CANADA OTTAWA ON KIA 0H8 Vendor - Fournisseur Financial codes - Codes financiers 3750 19027 -15 131180 Tel. No - N° de tél. Contact Name - Personne-ressource rei. No - N° de téi. Contact Name - Personne-ressource Gbaguidi, Steve 819-220-5110 Description - Description CCI services d'expert conseil Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur. The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor. In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail. En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionne le premier dans le document aura préséance. Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein. Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements. APPROPRIATE LAWS - LOIS PERTINENTES This contract shall be governed by and construed in accordance with the laws in force in the Province of: Ontario Le contrat est administré selon les lois en vigueur dans la province suivante: FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques. Gertified pursuant to subsection32(1) of the Financial Administration Act. Signature Date CONTRACT APPROVAL - APPROBATION DU CONTRAT This contract has been executed on behalf of Her Ce contrat a été signé au nom de Sa Majesté la Reine Majesty the Queen in right of Canada by the duty du Chef du Canada par l'agent autorisé, authonzed officer. Signature Address - Adresse Contracting Authority - Autorité contractuelle Telephone - Téléphone 284 rue Wellington, Ottawa, ON, K1A 0H8 613-960-4922 Steve Gbaguidi CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR The Contractor offers and agrees to sell and supply to L'entrepreneur s'engage à vendre et à fournir au the Minister, upon the terms and conditions set out in Ministre, selon les termes et conditions énumérés dans this document, the supplies and/or services listed herein at the price(s) selout therefore.

Cama do00053

Date

Signature



Gouvernement du Canada

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### Professional Services Contract Contrat de services professionnels

Contract N°	Standing offer N°
N° du contrat	N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

#### GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html

#### CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vl-Ifc.html



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#### Professional Services Contract Contrat de services professionnels

Contract N° -N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

Arrangement en matière d'approvisionement Pro Service numéro E60ZT-120001/524/ZT - Clauses du contrat subséquent

#### 1. Général

Tous les termes et conditions de l'arrangement en matière d'approvisionnement ProServices s'appliquent et sont intégrés dans le contrat suivant.

### 2. Exigences relatives à la sécurité

Ce contract ne comporte pas d'exigence relatif à la sécurité.

#### 3. Énoncé des travaux

L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".

#### 4. Clauses et conditions uniformisées

Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.

### 4.1 Conditions générales

Les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.

https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/3/2010B/14

#### 4.2 Conditions générales supplémentaires

4007 (2010-08-16) Le Canada détient tous les droits de propriété intellectuelle sur les renseignements originaux dès leur conception. L'entrepreneur ne détient aucun droit de propriété intellectuelle sur les renseignements originaux, sauf tout droit qui peut lui être accordé par écrit par le Canada.

https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/4/4007/3

#### 5. Durée du contrat

#### 5.1 Période du contrat

Les travaux doivent être réalisés durant la période du 14 mai 2015 au 31 mars 2016.



Gouvernement du Canada

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### Professional Services Contract Contrat de services professionnels

Contract N°	Standing offer N°
N° du contrat	N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

### 5.2 Option de prolongation du contrat

Il n'y a pas de prolongation prévu au contrat.

### 6. Responsables

#### 6.1 Autorité contractante

L'autorité contractante pour le contrat est :

Nom: Steve Gbaguidi

Titre : Agent principale de la passation des marchés

Organisation : Division des passations de marché et de la gestion du matériel

Direction général des finances et de la planification Adresse : 1209 - 284 rue Wellington K1A 0H2

Téléphone : 613-960-4922 Télécopieur : 613-960-4956

Courriel: Steve.Gbaguidi@justice.gc.ca

L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.

### 6.2 Chargé de projet

Le chargé de projet pour le contrat est :

Nom: Marie-Élaine Léger

Titre: Conseillère principale en apprentissage

Organisation: Programmes en gestion et en leadership

Division du développement professionnel Adresse : 360 rue Albert, CSC 1409

Téléphone: 613-948-2987 Télécopieur: 613-941-4190

Courriel: Marie-Elaine.Leger@justice.gc.ca

Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.

#### 6.2 Représentant de l'entrepreneur

The CCI Leadership Institute Suite 100, 421 Gilmour Street, Ottawa, ON. K2P 0R5 s.19(1) s.20(1)(c)



# Gouvernement du

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### Professional Services Contract Contrat de services professionnels

Contract N°	Standing offer N°
N° du contrat	N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

### 7.1 Base de paiement

À condition de remplir de façon satisfaisante toutes ses obligations en vertu du contrat, l'entrepreneur sera payé 22,100.00\$ en conformité avec le tarif indiqué pour le travail et les services effectués conformément au présent contrat.

Categorie: 8.2 Expert-conseil en conception organisationelle

Non de la ressource:

Honoraire:

par jour

Niveau d'éffort: Jusqu'à

jours (taxes en sus)

Le Canada ne paiera pas l'entrepreneur pour tout changement à la conception, toute modification ou interprétation des travaux, à moins que ces changements à la conception, ces modifications ou ces interprétations n'aient été approuvés par écrit par l'autorité contractante avant d'être intégrés aux travaux.

### 7.2 Limitation des dépenses

- 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 22,100.00 \$. Les taxes applicables sont en sus.
- 2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme:
- a. lorsque 75 p. 100 de la somme est engagée, ou
- b. quatre (4) mois avant la date d'expiration du contrat, ou
- c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.
- 3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.

#### 8. Instructions relatives à la facturation

Les factures doivent être distribuées comme suit : L'original et un (1) exemplaire doivent être envoyés à l'adresse qui apparaît à la page 1 du contrat pour attestation et paiement.

#### 9. Attestations - Conformité

Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et en la contrat et en la condition du contrat et en la c



## Gouvernement du Canada

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### Professional Services Contract Contrat de services professionnels

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pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.

### 10. Lois applicables

Le contrat doit être interprété et régi selon les lois en vigueur Ontario et les relations entre les parties seront déterminées par ces lois.

### 11. Ordre de priorité des documents

En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.

- (a) les articles de la convention;
- (b) les conditions générales supplémentaires 4007(2010-08-16)
- (c) les conditions générales 2010B (2014-09-25)
- (d) Annexe A Énoncé des travaux;
- (e) la soumission de l'entrepreneur en date du 28 avril 2015
- (f) arrangement en matière d'approvisionement Pro services

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## 12. Limitation de la responsabilité - Gestion de l'information ou technologie de l'information

- a. Cet article s'applique malgré toute autre disposition du contrat et remplace l'article des conditions générales intitulé "
  Responsabilité ". Dans cet article, chaque fois qu'il est fait mention de dommages causés par l'entrepreneur, cela renvoie également aux dommages causés par ses employés, ainsi que par ses sous-traitants, ses mandataires, ses représentants, ou leurs employés. Cet article s'applique, que la réclamation soit fondée contractuellement, sur un délit civil ou un autre motif de poursuite. L'entrepreneur n'est pas responsable envers le Canada en ce qui concerne le rendement ou l'inexécution du contrat, sauf dans les cas précisés dans cet article et dans tout autre article du contrat pré-établissant des dommages-intérêts. L'entrepreneur est uniquement responsable des dommages indirects, particuliers ou consécutifs, dans la mesure décrite dans cet article, même si l'entrepreneur a été avisé de la possibilité de ces dommages.
- Responsabilité de la première partie :
- i. L'entrepreneur est entièrement responsable envers le Canada de tous les dommages, y compris les dommages indirects, particuliers et consécutifs, causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :
- A. toute violation des droits de propriété intellectuelle dans la mesure où l'entrepreneur viole l'article des conditions générales intitulé " Atteinte aux droits de propriété intellectuelle et redevances ";
- B. toute blessure physique, y compris la mort.
- ii. L'entrepreneur est responsable de tous les dommages directs causés par l'exécution ou l'inexécution du contration de contrat

### Professional Services Contract Contrat de services professionnels

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l'entrepreneur qui touchent des biens personnels matériels ou des biens immobiliers qui sont la propriété du Canada, en sa possession, ou qui sont occupés par le Canada.

- iii. Chaque partie est responsable de tous les dommages directs causés par son manquement à l'obligation de confidentialité en vertu du contrat. Chaque partie est aussi responsable de tous les dommages indirects, particuliers ou consécutifs relatifs à sa divulgation non autorisée des secrets industriels de l'autre partie (ou des secrets industriels d'un tiers fournis par une partie à une autre, en vertu du contrat) qui concernent la technologie de l'information.
- iv. L'entrepreneur est responsable de tous les dommages directs qui se rapportent à une charge ou à une réclamation liée à toute portion des travaux pour lesquels le Canada a effectué un paiement. Cela ne s'applique pas aux charges ou réclamations relatives aux droits de propriété intellectuelle, lesquelles sont traitées à l'alinéa (i) (A) susmentionné.
- v. L'entrepreneur est aussi responsable envers le Canada de tous les autres dommages directs qui ont été causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :
- A. tout manquement aux obligations en matière de garantie en vertu du contrat, jusqu'à concurrence du coût total payé par le Canada (y compris toute taxe applicable) pour les biens et les services touchés par le manquement;
- B. tout autre dommage direct, y compris tous les coûts directs identifiables engagés par le Canada pour faire appel à un autre entrepreneur pour effectuer les travaux lorsque le contrat est résilié en partie ou en totalité par le Canada pour manquement, jusqu'à concurrence d'un maximum global pour ce sous-alinéa (B) du montant le plus élevé entre 0,75 fois le coût total estimatif (le montant indiqué à la première page du contrat dans la case intitulée " Coût total estimatif " ou le montant indiqué sur chaque commande subséquente, bon de commande ou tout autre document utilisé pour commander des biens ou des services), ou 1 000 000 \$.
- vi. En aucun cas, la responsabilité totale de l'entrepreneur aux termes de l'alinéa (v) ne dépassera le montant le plus élevé entre le coût total estimatif (comme défini plus haut) du contrat ou 1 000 000 \$, selon le montant le plus élevé.
- vii. Si les dossiers ou les données du Canada sont endommagés à la suite d'une négligence ou d'un acte délibéré de l'entrepreneur, la seule responsabilité de l'entrepreneur consiste à rétablir à ses frais les dossiers et les données du Canada en utilisant la copie de sauvegarde la plus récente conservée par le Canada. Ce dernier doit s'assurer de sauvegarder adéquatement ses documents et données.

#### C. Réclamations de tiers:

- i. Que la réclamation soit faite au Canada ou à l'entrepreneur, chaque partie convient qu'elle est responsable des dommages qu'elle cause à tout tiers relativement au contrat, tel que stipulé dans un accord de règlement ou ultimement déterminé par une cour compétente, si la cour détermine que les parties sont conjointement et solidairement responsables ou qu'une seule partie est uniquement et directement responsable envers le tiers. Le montant de la responsabilité sera celui précisé dans l'accord de règlement ou déterminé par la cour comme ayant été la portion des dommages que la partie a causé au tiers. Aucun accord de règlement ne lie une partie, sauf si ses représentants autorisés l'ont approuvé par écrit.
- ii. Si le Canada doit, en raison d'une responsabilité conjointe et solidaire, payer un tiers pour des dommages causés par l'entrepreneur, l'entrepreneur doit rembourser au Canada le montant ultimement déterminé par une cour compétente comme étant la portion de l'entrepreneur des dommages qu'il a lui-même causés au tiers. Toutefois, malgré l'alinéa(i), en ce qui concerne les dommages-intérêts spéciaux, indirects ou consécutifs subis par des tiers et couverts par le présent article, l'entrepreneur est uniquement responsable de rembourser au Canada sa portion des dommages que le Canada doit payer à un tiers sur ordre d'une cour, en raison d'une responsabilité conjointe et solidaire relativement à la violation des droits de propriété intellectuelle; de blessures physiques à un tiers, y compris la mort; des dommages touchant les biens personnels matériels ou immobiliers d'un tiers; toute charge ou toute réclamation sur toute portion des travaux; ou du manquement à l'obligation de confidentialité.



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# Professional Services Contract Contrat de services professionnels

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iii. Les parties sont uniquement responsables l'une devant l'autre des dommages causés à des tiers dans la mesure décrite dans ce paragraphe (c).

ANNEX 'A'

## ÉNONCÉ DES TRAVAUX

1 TITRE: SERVICES DE CONSULTATION - APPRENTISSAGE ET DÉVELOPPEMENT PROFESSIONNEL - MINISTÈRE DE LA JUSTICE CANADA

#### 2 CONTEXTE:

Le domaine de l'apprentissage et du développement professionnel au ministère de la Justice (JUS) sera appelé à vivre une importante période de transition durant l'exercice 2015-2016, passant d'un modèle décentralisé à un Centre d'expertise national en apprentissage. Des efforts constants seront nécessaires afin de mettre en place et consolider cette nouvelle entité à JUS tant sur le plan des ressources et du travail.

D'autre part, l'organisme doit s'aligner avec la nouvelle approche pangouvernementale en matière d'apprentissage de l'École de la fonction publique du Canada (EFPC), qui offre un programme de cours commun normalisé pour tous les fonctionnaires et qui s'inscrit dans la concrétisation de la vision Objectif 2020. Une nouvelle façon de fonctionner et de nouvelles initiatives d'apprentissage à JUS découleront de cet alignement entre les offres de l'EFPC et des ministères.

#### 3 OBJECTIF:

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

#### 4 DESCRIPTION DU BESOIN:

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

#### 5. PORTÉE DES TRAVAUX:

Le ministère de la Justice souhaite mettre en place un contrat pour des services de consultation afin de recevoir des services conseils. Ces services pourront porter sur des projets variés liés à la consolidation du nouveau Centre d'expertise en apprentissage du ministère de la Justice et à ses nouvelles initiatives, pour l'exercice financier 2015-2015. L'intention est de solliciter la firme lorsque leurs services seront nécessaires en articulant clairement les besoins au fur et à mesures de leur émergence.

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### Professional Services Contract Contrat de services professionnels

Contract N° du contrat Standing offer N° N° de l'Offre à commande 4 5 0 0 1 2 4 3 2 4 E60ZT-120001/524/ZT

### 6. SERVICES DEMANDÉS:

Les services demandés à la firme pourraient inclure, mais ne sont pas limités à :

- a. Services conseils dans le développement d'un réseau pour les anciens de JUS;
- b. Services conseils dans un processus d'analyse et de détermination des besoins d'apprentissage internes pour JUS;
- c. Services conseils dans le développement d'un réseau de gestionnaires à JUS.

Rôles et responsabilités de l'entrepreneur (et/ou de son consultant) :

- 1. Le consultant respectera les réseaux de communication établis avec le responsable de la Division du développement professionnel;
- 2. Le consultant s'engage à fournir les documents exigés par la Division du développement professionnel, ou tout autre livrable, dans les délais préalablement déterminés entre eux ;
- 3. Le consultant s'engage à fournir des services conseil et/ou des produits/livrables de la plus haute qualité au client, tel que préalablement déterminé entre eux ;
- 4. Le consultant sera responsable de fournir une facture au Ministère moins de 15 jours après chaque livrable préalablement entendu avec le client, ou avant le 31 mars de l'année financière en cours. Aucun frais supplémentaire relatif aux déplacements, hébergements ou repas (autre que mentionnés dans le présent énoncé des travaux) ne seront facturés à la Division du développement professionnel;
- 5. Le formateur s'engage à transmettre au responsable du ministère de la Justice toutes informations jugées importantes qui pourraient avoir une incidence sur les livrables;
- 6. Le consultant devra avoir respecté et complété ses engagements contractuels avant le 31 mars de l'année financière prévue au contrat.

#### 7. LANGUE DE TRAVAIL:

Les livrables devront être fournis en anglais, en français ou les deux, de manière appropriée, dépendamment de l'entente préalable avec le client. Pour ce qui est des communications avec la Division du développement professionnel, la langue privilégiée pourrait être le français, l'anglais ou les deux.

#### 8. EXIGENCES EN MATIÈRE DE DÉPLACEMENT ET LIEUX DES TRAVAUX:

Certaines rencontres pourraient avoir lieu dans nos bureaux au centre-ville d'Ottawa, à distance par téléphone ou téléconférence, tel que préalablement entendu entre le consultant et le client.

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# Government of

CANADA

Phone: 613-837-6061

Fax No.- No. de Télécopie

Vendor No.- No.du Fournisseur

142745

JUS 9200-11 (07/2006)

## Gouvernement du

Signature

You are requested to supply as indicated herein.

Nous vous demandons de fournir ce qui est précisé dans les présentes.

Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

# Supply Arrangement Solicitation/Contract

Total Estimated Cost Coût global estimatif

Signature

Telephone No. - N° de téléphone

Return the signed copy forthwith. Prière de rétourner immédiatement une copie dûment signée.

\$ 24,408.00

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

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Gouvernement du Canada

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hold a value cand Government valid REI 3. The Coinformat Contractor of and code awarded value code code code code code code code cod	nce of the Contract/Standing Offer/Supply Arrangementalid Designated Organization Screening (DOS), issued dian Industrial Security Directorate (CISD), Public Instrument Services Canada (PWGSC). Ontractor/Offeror personnel requiring access to PROTICION, assets or sensitive work site(s) must EACH hold LIABILITY STATUS, granted or approved by CISD/PWGSC. Ontractor/Offeror MUST NOT remove any PROTECTED ion or assets from the identified work site(s), and or/Offeror must ensure that its personnel are made on the sensitive with this restriction. Ontracts which contain security requirements are NOT without the prior written permission of CISD/PWGSC. Ontractor/Offeror must comply with the provisions of ity Requirements Check List and security guide (if le), attached at Annex B; trial Security Manual (Latest Edition).	by Works ECTED a the ware		-						
2. Stater This bid Professic for the I Arrangemen	ment of Work solicitation is being issued for the requirement of onal Services of one (1) Leadership Development const Department of Justice under the ProServices Supply ent (SA) method of supply. The work to be performed under Annex "A" Statement of Work.	ultant	The state of the s							
All claus date and Condition (https://on-clause	ard Clauses and Conditions ses and conditions identified in the Contract by number title are set out in the Standard Acquisition Clause and Manual /buyandsell.gc.ca/policy-and-guidelines/standard-acques-and-conditions-manual) issued by Public Works and nt Services Canada.	es and				And the second s				To the state of th
2010B 203	l Conditions 14-09-25, General Conditions - Professional Services Complexity) apply to and form part of the Contract.	Per de se construente de la seconda de la se						100 even		
5. Term	of Contract		-							
5.1 Perio	od of the Contract		l							
The Work December	is to be performed during the period of July 2, 2015 31, 2015	5 to							•	
6. Author	rities						bellineasses et equa			
6.1 Cont	racting Authority	n and a second							•	
	racting Authority for the Contract is: Beauvais-Lefort		*			The state of the s				

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	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
2 0	Contracting and Materiel Officer Department of Justice Canada 184 Wellington Street - EMB Room 1257 Ottawa, ON K1A OH8 Telephone: 613-952-2243 Telephone: melanie.beauvais-lefort@justice.gc.ca								
\ \frac{1}{2}	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract pased on verbal or written requests or instructions from anybody other than the Contracting Authority.								
6	3.2 Project Authority				,				
200	The Project Authority for the Contract is: Stéphanie Poliquin Chief of staff to the DM Deputy Minister's Office Department of Justice Canada 284 Wellington street Ottawa, Ontario K1A OH8 Celephone: 613-946-3868 C-mail address: stephanie.poliquin@justice.gc.ca								
6	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.			í					
1	5.3 Contractor's Representative	·							
ı (	ConversArt Consulting								
1	651 promenade Autumn Ridge Drive Ottawa ON K1C 6Y1 Telephone: 613-837-6061 Cmail: info@conversart.com								
7	7.Payment					:			
7	7.1 Basis of Payment - Limitation of Expenditure								
]	The Contractor will be reimbursed for the costs reasonably and		•					-	
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s.19(1) s.20(1)(c)

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	properly incurred in the performance of the Work as determined in accordance with Annex A # Statement of work to a limitation of expenditure of \$21,600.00. Customs duties are included and Applicable Taxes are extra.								
	7.1.1 Basis of Payment - Professional Fees Resource: Per Diem rate: ror 7.5 hours a day Level of Effort: up to a maximum of days at								
	7.2 Limitation of Expenditure				1				
1	1. Canada's total liability to the Contractor under the Contract must not exceed \$21,600.00. Customs duties are included and Applicable Taxes are extra.								
	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:		-		A STATE OF THE STA				
	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.	-	•	Approximation of the control of the	a				
	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.			Turpe de la constante de la co					
	7.3 Method of Payment # Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.								
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7	Canada Canada Arran	igement en matière (	d'approvisionner	ment relatif aux in	vitations à so	oumissionner et	aux contra	ats	
ide	Description	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	7.4 Payment by Direct Deposit								
	Payments by direct deposit will be subject to Article 18 # Paymer Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.	Į.							
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex of The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.	f							
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or ut to date, the provisions identified herein under Article 20# Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.	ıp qı			App decimal applications of the second secon				7:4
	7.5 Discretionary Audit				-				
	The following are subject to government audit before or after payment is made:				.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				<i>₹</i>
	a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, first time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual proficearned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.	t							
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n de	Description	From - De Y-A M D-J	To - À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.								
	7.6 Time Verification								-
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.	•		· Compression and an artist and a second and			estanos de la composito de la		
	8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.			e de la constante de la consta					
	Each invoice must be supported by: a. A copy of time sheets to support the time claimed .		no-de de la constanta de la co						
	Invoices must be distributed as follows:  a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.		Pusida injulia de la proposa d						•
	8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices		Productive Constitution of the Constitution of						
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.	,							
	9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing						cilling who have been proportionally	,	
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	associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
	10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
	11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.			70.000					
	a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/471/ZT e. The Contractor's bid								
	12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:  - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.								
	13. Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
	14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to								
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perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.  2. If the Contractor is unable to provide the services of any specific individual indential in the Contract, it must provide a replacement must meet the Criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.  3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the work. In such a case, the contractor eplacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing authority does not order that a replacement stop performing below the Contractor from its responsibility to meet the requirements of the Contractor from its responsibility to meet the requirements of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada and acceptance by or on behalf of Canada and acceptance by or on behalf of Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work belongs to Canada if the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.  3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contractor or any subcontractor.  4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must the		signee Code	No. of Days	Fees /Val. Limit	GST%	GST Total	Total
those individuals unless the Contractor is unable to do so for reasons beyond its control.  2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.  3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work.  In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contract.  15. Ownership  1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of anada.  2. However if any work, either by way of progress or minestone payments that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not constitute acceptance with the Contract.  3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work in accordance with the Contract.  3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work in accordance with the Contractor of its obligation to perform the Work to Canada, the Contractor.  4. Upon tra	Code	consignataire	N° de jours	Taux/Val. limite	%TPS	Total TPS	19191
order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.  15. Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments							
1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.  2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.  3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.  4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments	becommended the continue of th					·	
not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments							
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments							
16. Liability							
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third						Reco	
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party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.  17. Intellectual Property Infringement and Royalties  1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In				
1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In				
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either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.  3. The Contractor has no obligation regarding claims that were only made because:  (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or  (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or  (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or  (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either				



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	[Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the								
	Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.  4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the				·				er myragin is activity to the Article Article (Article Article (Article Article (Article (Art
	Contractor must immediately do one of the following:  (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or  (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all			*				margement date of the first property of the	·
	the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid.								
	If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever		-				And the state of t		
	steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.	reconstitutive report and the second		Additional states of the state	-		arabasa manang ang man		
	ANNEX A - STATEMENT OF WORK		-			-			
	1. Title: Provide facilitation services to DOJ working group of subject matter experts.					,			
***************************************	2. OBJECTIVE Develop high policy advice in key areas of the Justice Porfolio.						- Control of the Cont		
	3 Scope: Consultant will develop an agenda and facilitate 1 and a half day brainstorming meeting to take place on July 6 and 7 with the purpose of developing options in key policy areas.			,					
	4. Tasks: - Consultant must review documentation and meet with the Chief of Staff (COS) and possible the Deputy Minister to outline objectives of session.								
	- Consultant must develop an agenda and design of session and submit to COS for review and approval One approved, the consultant must facilitate the discussions during the 1 and half day session.			RAPATION PROPERTY AND A PROPERTY AND					
	<ul> <li>After the close of the session, the consultant will debrief on results achieved and next steps with COS.</li> <li>Consultant might be required to have follow up sessions with COS</li> </ul>								·
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	and group.								
	5. Deliverables:								
	- Agenda and design of session approved before July 4, 2014 - Being present to facilitate on July 6 and 7, 2015								
	6. Location of Service Delivery								
	East Memorial Building, 4th Floor (meetings) and in salle Pierre deBlois au 75 Albert, Suite 400 (APEX)		The transmission of the control of t						
0010	Working Session -Fall Policy Plan. Team	2015.07.02	2015.12.31	19204			13%	2,808.00	24,408.00
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#### Gouvernement du Canada

### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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rom - Ded	Date of solicitation - Date de l'in	nvitation à soumissionner	Accounting Office Code Code du bureau comptable	Requisition No Demande	Page 4 of 11
BEAUVAIS-LEFORT, M NATIONAL CAPITAL REGION			19371	Ord. Off - Bur. deman. Yr An. Ser. No - N° de série 19371 15 8338	Inspection Agency - Chargé de l'inspection
RÉGION DE CAPITALE NATIONALE	Clauses (1) and (2) below will for Les clauses 1 et 2 ci-dessous for		Destination		This could be seen of the gold the could be
284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA	Request for proposal	Demande de proposition  X Contrat		JUSTICE CANADA REILLE (613-946-4746)	Consignee at Destinataire au point destination unless de destination sauf specified herein. si indiqué di-bas.
PHONE: 613-952-2243  FAX:	Amendment	Modification	275 SPARKS ROOF OTTAWA ON KIR CANADA		Direct inquiries to: Adresser toutes demandes de rens. à : BEAUVAIS-LEFORT, M 613-952-2243
intess otherwise Indicated herein by the Crown, all prices are to be in Canadian funds and Include uties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is e nices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.I estination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Sup	dra as applicable to the unit	and packing slips must doi être indiq include the number tous les conn	gurant dans cette case lué dans toutes les factures, laissements et tous les l'accompagnement.	Invoices - Original and two copies are to be sent to: Factures - Rempiir et envoyer l'ariginal et deux copies à : CLIENT SERVICES - OPERATIONS	
earmentoria) observes resistir untriciba ravas are un abbucasie, in blosurasi cases, ses me orb	рку Агталдетнеги.	193715	8338	DEPARTMENT OF JUSTICE CANADA ATT: DIANE LATREILLE (613-946-4	4746
, moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en e douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (Ti rix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût to is frais d'embatlage et de conditionnement et sont FAB (y compris tous les frais de livraison) eux c		Previous Value - Valeur précédente	275 SPARKS ROOM 8089 OTTAWA ON KIR 7X9		
résentes. Les taxes municipales ne s'appliquent pas. En ce qui conceme les taxes provinciáles, vi approvisionnement.			Revised Value - Montant Révisé	WEAL TEAM ES	

- 1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/338/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de sèrie E60ZT-120001/338/ZT sont incorporées dans les présentes.

Item Article		Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/338/ZT									
	PROTECTED or CLASSIFIED info: escort provided by the	ENTER NOR PERFORM WORK ON sites where mation or assets are kept, without are the work is being performed.				-				
	2. Statement of Work									
Solicitation At - À	n closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to self and supply to the Minister, upon the terms a services listed herein and on any attached sheets at the price(s) set out therefor an offer to self.	nd conditions set out here Responses to a request fo	n, including the attachm r proposal by a potential	ents hereto, the supplies supplier will be consider	and/or state principle indique service	oint of manufacture/shipp or le lieu de fabrication ou s doivent être rendus.	ring of good dexpedition	is or where service is to b on des biens, ou encore le	performed. tieu où les
On - Le	•	Le foirmisseur offre et convient de vendre au Ministre, aux conditions stipulées d deux; énumérés dans les présentes et dans toute annexe aux présentes, au ou s fournisseur éventuel seront Considérées comme des offres de vente.	ens les présentes et dans ux prix indiquês. Les répor	es documents ci-joints, l ises à une demande de l	es biens au services, ou proposition présentée pa	les run F.O.B.	Point - Point FAB		stination	
COAC	laddress of Vendor - Nom et adresse du fournisseur HING ALLIANCES GLEBE AVENUE	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres d	nculées)			Pursua En vert sont dis	nt to Section 32(1) of the ue de l'article 32(1) de la sponibles	Financial A loi sur la ge	dministration Act, funds a estion des finances public	re available. ues des fonds
CANA						Court gl	stimated Cost obal estimatif \$ 5,650.00		For the Ministry - Place	vé a/Ministre
	e: (613) 230-2886	Signature  Your offer is accepted to the extent specified herein.  Votre offre est acceptée aux conditions exposées dans les fournir ce qui est précisé		Telephone No I	The Vendor hereby ac	cepts/acknowled	ges this contract.		sent contrat et qu'il l'acce	MULLA Me.
125	•	nessentes	une copie dur	теп, зідпев.		Signatun	9		Title -	Titre



# Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

This bid solicitation is being issued for the requirement of Professional Services of one (1) Leadership Development consultant for the Department of Justice under the Professional Services of one (1) Leadership Development consultant for the Department of Justice under the Professional Services Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.  3. Standard Clauses and Conditions dentified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.  4. General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.  5. Term of Contract  The Work is to be performed during the period of July 6, 2015 to March 31, 2016.  6. Authorities  6.1 Contracting Authority  The Contracting Authority for the Contract is: Melanie Beauwais-Lefort Contracting and Material Officer	44	Total
Professional Services of one [1] Leadership Development consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.  3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.  4. General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.  5. Term of Contract  The Work is to be performed during the period of July 6, 2015 to March 31, 2016.  6. Authorities 6.1 Contracting Authority The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer		
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2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.  5. Term of Contract  The Work is to be performed during the period of July 6, 2015 to March 31, 2016.  6. Authorities  6.1 Contracting Authority  The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer		
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March 31, 2016.  6. Authorities  6.1 Contracting Authority  The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer		
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The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer		
Mélanie Beauvais-Lefort Contracting and Materiel Officer	· ·	
Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca		***
The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.		
6.2 Project Authority		
The Project Authority for the Contract is: Michel Brazeau Director General Human Resources Branch		
0-11 (07/2006)  Requisition No Demande Ord. Off - Bur. deman. Yr An. Ser. No - N° de série	Page 2	of 11

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Government of Canada

Gouvernement du Canada

Item Article	Description	From - Oe Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limite	GST% %TPS	GST Total Total TPS	Total
	Department of Justice Canada 275 Sparks Street Ottawa, Ontario KIA OH8 Telephone: 613-941-1867 E-mail address: michel.brazeau@justice.gc.ca					·		·	
	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.					,			·
	Director, Principal Coach and Consultant 147 Glebe Avenue Ottawa ON K1S 2C4 Telephone: 613-230-2886 Email: @magma.ca								
	7.Payment								
	7.1 Basis of Payment - Limitation of Expenditure								
	The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with Annex A - Statement of work to a limitation of expenditure of \$5,000.00. Customs duties are included and Applicable Taxes are extra.								
	7.1.1 Basis of Payment - Professional Fees Resource: Hourly rate: Level of Effort: up to a maximum of sessions of 2 hours				·				
	For the purpose of this Contract, a face to face session will last 1.5 hours and will required 0.5 hours of preparation.								
	7.2 Limitation of Expenditure								
	1. Canada's total liability to the Contractor under the Contract must not exceed \$5,000.00. Customs duties are included and Applicable Taxes are extra.								
	2. No increase in the total liability of Canada or in the price of								
JS 9200	-11 (07/2008) 			Ord. Off - Bur 193	. deman. Yr.	No Dermande - An. Ser. No - N° 1.5 8.3.3		Page 3	of 11

the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:  a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.					%TPS	Total TPS	
b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever							1
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.		-					
7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.							
7.4 Payment by Direct Deposit			-				ı
Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.		·		-			
To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.							
It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to							



Description	From - De Y-A M D-J	Á-oT L-DMA-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.								
7.5 Discretionary Audit								
The following are subject to government audit before or after payment is made:								
a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.  Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.								
7.6 Time Verification								
Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								
8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices								
 (07/2008)			Ord, Off - Bur.	•	vo Demande - An. Ser. No - N°	44	Page 5	of 1

Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit TauxNal. limite	GST% %TPS	GST Total Total TPS	Total
cannot be submitted until all work identified in the invoice is completed.								
Each invoice must be supported by: a. A copy of time sheets to support the time claimed								
Invoices must be distributed as follows:  a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.								
8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices								
(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.							•	
(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.			-					
9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								·
10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.	-							
11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.								
(07/2006)		l	1	Requisition No.	- Demande		Page	11



	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/338/ZT e. The Contractor's bid								
	12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:  - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.							-	
	13. Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
a service serv	14. Replacement of Specific Individuals  1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.  2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed replacement; and  (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.  3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting								
	Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with								
0-11	(07/2006)			Ord, Off - Bur.	Requisition No	o Demande An. Ser. No - Nº d		Page	প্র 11



subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of			1					
the Contract.								
15. Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
2. However if any payment is made to the Contractor for or account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work				·	•			
in accordance with the Contract.  3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the								
Contractor or any subcontractor.  4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.	k				,			
16. Liability								3
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.						·		
17. Intellectual Property Infringement and Royalties							, <i>'</i>	
1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor		,						



	Canada Canada							,		Γ
	Description		From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No, of Days N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
$\dagger$	concerning intellectual property infringement or royaltie	s related								
	to the Work, that Party agrees to notify the other Party	in				1 1				
	writing immediately. If anyone brings a claim against Can	iada. I			İ	!				
	according to Department of Justice Act, R.S., 1985, C. J-	2, the			1	1				
	Attorney General of Canada must have the regulation and C	onduct of I								
	all litigation for or against Canada, but the Attorney Ge	neral may								
	request that the Contractor defend Canada against the cla	ilm. In			1			1		
ŀ	either case, the Contractor agrees to participate fully i	in the				]		1		
	defence and any settlement negotiations and to pay all co damages and legal costs incurred or payable as a result of	of the				1				
l	claim, including the amount of any settlement. Both Parti	es agree				1		1 1		
	not to settle any claim unless the other Party first appr	oves the						i 1		
	settlement in writing.				,			1		İ
	3. The Contractor has no obligation regarding claims the	at were				,				
1	only made because:							1		ì
	(a) Canada modified the Work or part of the Work without	the	·					1		
1	Contractor's consent or used the Work or part of the Work	c without				ļ				1
1	following a requirement of the Contract; or					j				
ļ	(b) Canada used the Work or part of the Work with a prod	that use				1	•			1
l	the Contractor did not supply under the Contract (unless is described in the Contract or the manufacturer's	that use			İ			1 1		1
1	specifications); or				1			1 1		
	(c) the Contractor used equipment, drawings, specificati	ons or								
	other information supplied to the Contractor by Canada (c	or by								
	someone authorized by Canada): or		,		1	1		1		1
1	(d) the Contractor used a specific item of equipment or	software				1		1		
1	that it obtained because of specific instructions from the	ne								
	Contracting Authority; however, this exception only appli	les II the		,						1
1	Contractor has included the following language in its own with the supplier of that equipment or software: "[Suppli	ier namel		İ	1			1 1		
ļ	acknowledges that the purchased items will be used by the	2				1		1 1		
	Government of Canada. If a third party claims that equipm	ment or			1		ļ ,			
	software supplied under this contract infringes any intel	llectual								
	property right, (supplier name), it requested to do so by	y either				:				
L	[Contractor name] or Canada, will defend both [Contractor	r namej				1		1		
1	and Canada against that claim at its own expense and will	r bay arr								
	costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplied	or is the				1				1
L	Contractor's responsibility and, if the Contractor does	not do so.				1				,
ı	it will be responsible to Canada for the claim.			İ			1			1
	<ol> <li>If anyone claims that, as a result of the Work, the</li> </ol>	Contractor								
1	or Canada is infringing its intellectual property rights.	, the		1	1					
1	Contractor must immediately do one of the following:			ŀ		1				ì
ı	<ul><li>(a) take whatever steps are necessary to allow Canada to</li></ul>	continue				1				
ı	to use the allegedly infringing part of the Work; or	nartu		1	1	1				
	(b) modify or replace the Work to avoid intellectual pro	meet all			1					
1	infringement, while ensuring that the Work continues to the requirements of the Contract; or	meer arr				1		1		ĺ
	(c) take back the Work and refund any part of the Contra	act Price	1	ļ				1		
	that Canada has already paid.			1						1
	If the Contractor determines that none of these alternate	ives can								
J.			<u> </u>	L	<del></del>	Requisition !	to Demande		Page	of AA
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#### Gouvernement du Canada

# Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly Contractor must reimburse Canada for all the costs it incurs to do so.  ANNEX A - STATEMENT OF WORK  1. Title Executive Coaching Services for L. Pratt-Tremblay 2. OSDECTIVE  Individual Coaching sliances Inc. will provide a series of interest of coaching sessions for Laurie Pratt-Tremblay. Senior interest of coaching sessions for Laurie Pratt-Tremblay. Senior interest of coaching sessions for Laurie Pratt-Tremblay interest of coaching sessions for Laurie Pratt-Tremblay. Senior interest of coaching sessions for Laurie Pratt-Tremblay. Senior interest of coaching sessions for Laurie Pratt-Tremblay interest of coaching sessions of coaching and development in the context of your recent appointment as Senior Director in the program will be developed in consultation with Laurie.  3. Scope will provide coaching on continued development of interest of coaching will be developed in consultation with Laurie.  3. Scope will provide coaching on continued development of interest of coaching program will be development in the context of her recent appointment as Senior Director in the fluman Resources Branch, Justice Canada. A detailed coaching program will be development in the Context of her recent appointment as Senior Director in the fluman Resources Branch, Justice Canada. A detailed coaching program will be development of the coaching program and engage in focused practice and ongoing assessment to ensure progress.  4.1 Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate coaching program and engage in focused practice and ongoing assessment to ensure progress.  4. Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the com		Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
1. Title Executive Coaching Services for L. Pratt-Tremblay 2. OBJECTIVE coaching alliances Inc. will provide a series of insividual coaching sessions for Laurie Pratt-Tremblay, Senior Director, HR Operations and Client Services. The sessions will mainly focus on continued development of identified executive leadership skills and ongoing career planning and development in the context of your recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.  3. Scooe:  will provide coaching on continued development of identified executive leadership skills and ongoing career planning and development in the context of her recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.  4. Tasks: 4. Tasks: 4.1. Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate leadership and career goals; identify relevant leadership and career management competencies that may need further development; formulate an actionable coaching program; and engage in focused practice and ongoing assessment to ensure progress.  4.2 Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.  4.3 Practices designed to strengthen and/or develop particular competencies needed to achieve the agreed coaching program outcomes.  4.4 A personal written record or journal to record learnings	these either steps infrin Contra	steps within a reasonable amount of time, Canada may choose to require the Contractor to do (c), or to take whatever are necessary to acquire the rights to use the allegedly ging part(s) of the Work itself, in which case the					4			
Executive Coaching Services for L. Pratt-Tremblay  2. OBJECTIVE  1. Coaching alliances Inc. will provide a series of individual coaching sessions for Laurie Pratt-Tremblay, Senior Director, HR Operations and Client Services. The sessions will mainly focus on continued development of identified executive leadership skills and ongoing career planning and development in the context of your recent appointment as Senior Director in the Haman Resources Danach, Justice Canada, A detailed coaching program will be developed in consultation with Laurie.  3. Scope:    Will provide coaching on continued development of identified executive leadership skills and ongoing career planning and development in the context of her recent appointment as Senior Director in the Haman Resources Branch, Justice Canada, A detailed coaching program will be developed in consultation with Laurie.  4. Tasks:  4.1 Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate leadership and career goals; identify relevant leadership and career management competencies that may need further development; formulate an actionable coaching program; and engage in focused practice and ongoing assessment to ensure progress.  4.2 Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.  4.3 Practices designed to strengthen and/or develop particular competencies seeded to achieve the agreed coaching program outcomes.	ANNEX	A - STATEMENT OF WORK								
individual coaching alliances Inc. will provide a series of Director, HR Operations and Client Services. The sessions will mainly focus on continued development of identified executive leadership skills and ongoing career planning and development in the context of your recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.  3. Scope:  will provide coaching on continued development of identified executive leadership skills and ongoing career planning and development in the context of her recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.  4. Tasks: 4.1. Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate leadership and career goals; identify relevant leadership and career management competencies that may need further development; formulate an actionable coaching program; and engage in focused practice and ongoing assessment to ensure progress.  4.2 Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.  4.3 Practices designed to strengthen and/or develop particular competencies needed to achieve the agreed coaching program outcomes.  4.4 A personal written record or journal to record learnings	1. Tit Execut	le ive Coaching Services for L. Pratt-Tremblay								
will provide coaching on continued development of identified executive leadership skills and ongoing career planning and development in the context of her recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.  4. Tasks: 4.1. Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate leadership and career goals; identify relevant leadership and career management competencies that may need further development; formulate an actionable coaching program; and engage in focused practice and ongoing assessment to ensure progress.  4.2 Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.  4.3 Practices designed to strengthen and/or develop particular competencies needed to achieve the agreed coaching program outcomes.  4.4 A personal written record or journal to record learnings	indivi Direct mainly leader the co	coaching alliances Inc. will provide a series of dual coaching sessions for Laurie Pratt-Tremblay, Senior or, HR Operations and Client Services. The sessions will focus on continued development of identified executive ship skills and ongoing career planning and development in ntext of your recent appointment as Senior Director in the Resources Branch, Justice Canada. A detailed coaching							·	
4.1. Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate leadership and career goals; identify relevant leadership and career management competencies that may need further development; formulate an actionable coaching program; and engage in focused practice and ongoing assessment to ensure progress.  4.2 Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.  4.3 Practices designed to strengthen and/or develop particular competencies needed to achieve the agreed coaching program outcomes.  4.4 A personal written record or journal to record learnings	identi and de Direct	will provide coaching on continued development of fied executive leadership skills and ongoing career planning velopment in the context of her recent appointment as Senior or in the Human Resources Branch, Justice Canada. A detailed								
information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.  4.3 Practices designed to strengthen and/or develop particular competencies needed to achieve the agreed coaching program outcomes.  4.4 A personal written record or journal to record learnings	4.1. F clarif leader career formul	ace to face sessions consisting of coaching conversations to y expectations, context and current issues; articulate ship and career goals; identify relevant leadership and management competencies that may need further development; ate an actionable coaching program; and engage in focused							·	i ž.
competencies needed to achieve the agreed coaching program outcomes.  4.4 A personal written record or journal to record learnings	inform identi	ation about current expectations and practices, and to fy the competencies required to make needed changes in								
4.4 A personal written record or journal to record learnings	compet	encies needed to achieve the agreed coaching program								
related to the self-observation exercises and assigned practices.	4.4 A relate	personal written record or journal to record learnings d to the self-observation exercises and assigned practices.								

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	5. Deliverables: 5.1 In-person sessions of 1.5 hours each requiring coach pre-session time of 0.5 hour for a total of 2 hours per session at an hourly rate of Under certain circumstances, coaching conversations may be conducted by telephone. 5.2 Ongoing communication via telephone, e-mail and/or fax as needed to ensure support between meetings.								·
	5.3 Self-observation exercises.								
	5.4. Competency-focused practices.								
	5.5 Selected readings.								
0010	- Coaching Alliances Inc.	2015.07.06	2016.03.31	19371			13%	650.00	5,650.00
	Financial Codes Amount Codage financier Montant 0130-19060-153750 -4060 5,000.00								
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284 W	N DE CAPITALE NATIONALE ELLINGTON ST A ON K1A OH8		Les clauses 1 et 2 a-dessous for Request for proposal	oni partio du document da ;	රුවර.ක <del>ඩ්.රෙ</del> ග	Designation D					Consignes as destination unless specified herein	Destinataire su point de destination seul si indique ci-bas.
CANAD	A		Constraint	X Confrai		DEPARTMENT OF	RENETTE (	CANADA 613-94 <b>6-</b>	3830)			
AX:	: 613-301-9709		Amendment.	Modification		2020-275 SPAI OTTAWA ON K CANADA					Oriect inquiries to Adverser toutes di COCO 613-	rmandes de rens. á: NETU, TRAIAN 301-9709
noins d'inc douene ca unitaires frais d'em	wise indicated herein by the Crown, all prices are to be stood tarke. The Goods and Starkess Top (GST) is and is induced in the total estimated cost Prices include ps of specified terran, muneical bases are not applicable; in sticking contraste dans less présentes de la part de la Co- nomiques et la tribé d'accase perimens comple, la mais La TPS applicable au privirinflance et or liste, la Trib buillage et de conditionmens et serie RA (y compnis se taxes municipales no s'appliquent pas. En ce qui con increment	outronne, tous les priz serorit e sur les produks et services (* 5 au comprise dans le colif i best les traes de luciénd au	n monnaie cariadichne, las droits IPS) n'est pas comprise dons les clal estimule, Les pro comprende distribution professione dans les	Amendment NoNo. de la m	son fire incapie of tous los consums bordereaux d'acc 9138583		EVALUAT DEPARTM ATT: LU 2020-27	TON DIV	ST	ADA		
	ster" means the Minister of Justice Canada and a	***************************************										
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~ 1											Total TOC	
_	1) CONTRACT DOCCUMENTS The following documents:	shall form par	rt of this contr	act:	A-WW-D-1	L-G 88 A-Y	Code consignataire	Nº de jours	TaudVat. šeriče	%TPS	Total TPS	
		y Arrangement	Number E60ZT-12		YARDJ	Y-ANDJ	Code consignates	N 56 jours	TauxVal. icrate	MIPS	Total TPS	
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	II) CONTRACT CLAUSES								
	The following clauses apply to and form part of the present contract number 1913858545:								]
	Delivery Requirements Outside a Comprehensive Land Claims Settlement Area								
	The present Contract is not to be used for deliveries within Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.	a							
	1 Security Requirements	1	į						
	The following security requirements (SRCL and related clauses apply and form part of the Contract.	) -	Ì						
	1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19								
- 1	<ol> <li>The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement hold a valid Facility Security Clearance at the level of SECR issued by the Canadian Industrial Security Directorate (CISD) Public Works and Government Services Canada (PWGSC).</li> </ol>	ÉT,							
1	<ol> <li>The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work simust EACH hold a valid personnel security screening at the lead of SECRET as required, granted or approved by CISD/PWGSC.</li> </ol>	te(s) rel							
]	iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site and the Contractor/Offeror must ensure that its personnel are aware of and comply with this restriction.	e(s), made							
	iv. Subcontracts which contain security requirements are NOT awarded without the prior written permission of CISD/PWGSC.	to be							
Š	v. The Contractor/Offeror must comply with the provisions of a. Security Requirements Check List and security guide (if applicable), attached at Annex C; b. Industrial Security Manual (Latest Edition).	the:							
:	2 Statement of Work								1
- 5	This Contract is being issued for the requirement of Profession Services of one (1) Performance Measurement Consultant for the Department of Justice Canada under the ProServices Supply	onal							New Assessment of the Control of the
1 (0	77/2008)		<u> </u>	Ord Off - Bur der	Requisition Ho.			ege 2	g 12

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Arrangement requirement travel and detailed un	c (SA) method of supply which specifically covers to for below the NAFTA threshold (including taxes, living, amendments, etc.). The work to be performed is not annex "A" Statement of Work.								
3 Standa	rd Clauses and Conditions								
(https://bu	s and conditions identified in the Contract by number, the are set out in the Standard Acquisition Clauses and Manual grandsell.gc.ca/policy-and-guidelines/standard-acquisitiond-conditions-manual) issued by Public Works and Services Canada.	1			digiplania nemengaya, a gapatima a a a				
3.1 Genera	1 Conditions								1
2010B (2014 (Medium Cor	-09-25), General Conditions - Professional Services eplexity) apply to and form part of the Contract.								
4 Term o	f Contract				- Andrews				
4.1 Period	of the Contract							•	
The Work is October 7,	to be performed during the period of July 6, 2015 to 2015.			-	and the second s				
5 Author	ities								
5.1 Contra	cting Authority			4					
The Contrac	ting Authority for the Contract is:			A second		1			
Telephone:	e: Traian Coconetu 613-301-9709 ess: traian.coconetu@justice.gc.ca	de promise de la constante de				e de la constanta de la consta	**************************************		
Department Justice Can 284 Welling Ottawa, Ont K1A OH8 Canada	ton Street				And the second second by the second s		And the state of t		
Contract and writing by perform wor based on ve	ting Authority is responsible for the management of the dany changes to the Contract must be authorized in the Contracting Authority. The Contractor must not k in excess of or outside the scope of the Contractorbal or written requests or instructions from anybody the Contracting Authority.				Andrews of the Property of the				
1 (07/2006)	· · · · · · · · · · · · · · · · · · ·	l		Ord Off - Bur, der	Requisition No			age 3	g 12

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5.2 Project	Authority								
The Project	Authority for the Contract is:	A Personal Control of the Control of							
Telephone: (6	Paula McLenaghan 13) 952-3594 s: paula.mclenaghan@justice.gc.ca						State of the state		
Department Na Justice Canad 284 Wellingto Ottawa, Ontar Klh OH8 Canada	on Street		-						
agency for when and is respond content of the discussed with Authority has the Work. Cha	authority is the representative of the department or now the Work is being carried out under the Contract sible for all matters concerning the technical e Work under the Contract. Technical matters may be he the Project Authority; however the Project no authority to authorize changes to the scope of nges to the scope of the Work can only be made tract amendment issued by the Contracting Authority.				The second secon				
5.3 Contract	or's Representative							-	
The Contracto	r's Representative for the Contract is:								
Contact Name: Telephone: 61 E-mail addres	3-298-9877								
Organisation JHG Consultin 1840 Burritts Merrickville, KOG 180 Canada	Name and Address: g Network Inc. Rapids Road Ontario			The state of the s	Ministration and income of the second		Militario especiales de punta de proprieta de compresenta de compr		
6 Payment					maleudendersen		- Periodo - Peri		
	Payment- Firm Unit Price						ĺ		
a firm unit p	ion of the Contractor satisfactorily completing all tions under the Contract, the Contractor will be paid rice, as specified below. Customs duties are included a Taxes are extra.				-				a.
Canada will no modifications	ot pay the Contractor for any design changes, or interpretations of the Work, unless they have			A design					

Gouvernement du Canada

Canada	Canada Ar	rangement en matière	d'approvisionnen	nent relatif aux in	vitations à s	oumissionner et	aux cont	rats	
	Description	From - De Y-A M D-J	Ã-07 L-0 M A-Y	Consignee Code Code consignataire	sto: of Days H* da jours	Fons (Val. Limit TauxVal. Emite	GST% %TPS	GST Tallin Talai TPS	Total
been approv	ved, in writing, by the Contracting Authority before cooration into the Work.								
6.2 Basis	of Payment- Professional Fees								
Resource 1: Per Diem Ra Level of Ef									
Resource 2: Per Diem Ra Level of Ef	te: up to a maximum of day.	West							
actually wo	pose of this Contract, a day is defined as 7.5 hours sive of meal breaks. Payment will be made for days rked, with no provision for annual leave, statutory d sick leave. If time worked is more or less than a l-inclusive fixed daily rate must be prorated to actual time worked	¢£'	Paris and the state of the stat				Andrews of the community of the communit		
6.3 Authori	ized Travel and Living Expenses	e Angele de la company de la c							
Canada will performing	not pay any travel or living expenses associated with	th		Hanging and a second	Medican respective in the second				
6.4 Limitat	tion of Expenditure								
	s total liability to the Contractor under the Contracted \$ 22,000.00. Customs duties are include and Taxes are extra.	ct			to company with the party of the same				
interpretati	rease in the total liability of Canada or in the price resulting from any design changes, modifications or ions of the Work, will be authorized or paid to the unless these design changes, modifications or ions have been approved, in writing, by the Contraction of their incorporation into the Work.				- mild distributed			the second secon	
The Contract that would r before obtai Authority. T writing as t a. when it b. four (4 C. as soon	cor must not perform any work or provide any service result in Canada's total liability being exceeded ning the written approval of the Contracting he Contractor must notify the Contracting Authority to the adequacy of this sum:  is 75 percent committed, or ) months before the contract expiry date, or as the Contractor considers that the contract funds inadequate for the committed, or	Alternative and the second sec			Many Spirit manusa di Alberta, inclusivo speri perili con plema programa.		Andrew Control of the State of		
3. If the r Contractor m	notification is for inadequate contract funds, the ust provide to the Contracting Authority a written								
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Gouvernement du Canada

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1	estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.	3							
	7 Method of Payment	May challenge of the ch		]					
	7.1 Milestone Payment						ati de la constante de la cons		
	Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B and the payment provisions of the Contract if:	and the state of t						The state of the s	
	a. an accurate and complete claim for payment using PWGSC-T 1111, Claim for Progress Payment, and any other document requ by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;	PSGC hired		And the continuous and the conti				oo-markensympteministry of 65	
1	<ul> <li>all the certificates appearing on form PWGSC-TPSGC 1111 been signed by the respective authorized representatives;</li> </ul>	have							
	c. all work associated with the milestone and as applicable deliverable required has been completed and accepted by Canad	any a.	111111111111111111111111111111111111111		Anna na mana na mana na mana na mana na mana na mana na mana na mana na mana na mana na mana na mana na mana na				
-	7.2 Payment by Direct Deposit								
	Payments by direct deposit will be subject to Article 18 - Pa Period and Article 19 - Interest on Overdue Accounts, set out 2035 (2014-09-25), General Conditions - Higher Complexity - G forming part of this Contract.	in I		, , , , , , , , , , , , , , , , , , , ,				!	
F	To complete or amend a direct deposit registration, the Contraction and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annothe form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.	i			And the state of t				
E t	It is the sole responsibility of the Contractor to ensure that information and account number submitted to Canada via their Recipient Electronic Payment Registration Request form is up thate. Should the Contractor's information within the Recipient Electronic Payment Registration Request form not be accurate to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, but in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.	to nt or up set.			egentenge 100.00 A. A., mere regis et a		r egy venige seallen en en en en en egy egy gjengen sealen en en en en en en en en en en en en e		
8	Accounts and Audit				Ì				
3	1. The Contractor must keep proper accounts and records of t	:he	Para de la constante de la con						
1 (0	7/2906)			0nd.0g-8w.de		n Sor Na - Nº de s	sérile i	Page 6	g 12

Gouvernement du Canada

_	Description	From - De Y-A M D-J	To-A Y-AMD-J	Consignee Code Code consignataro	No. of Days N° de jours	Fees //al Limit TaudVal Firste	GST% %TPS	GST Total Total TPS	Total
i i	ost of performing the Work and of all expenditures or commitments ade by the Contractor in connection with the Work, including all nvoices, receipts and vouchers. The Contractor must retain ecords, including bills of lading and other evidence of ransportation or delivery, for all deliveries made under the outract.					- Common events	2110	13061 37-0	
St	If the Contract includes payment for time spent by the option of the contractor, its employees, representatives, agents or obscontractors performing the Work, the Contractor must keep a secord of the actual time spent each day by each individual erforming any part of the Work.								Antiquescontiques variables professional pro
Co se th an mu ex an re al	Unless Canada has consented in writing to its disposal, the intractor must retain all the information described in this ection for six years after it receives the final payment under see Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor is make this information available for audit, inspection and amination by the representatives of Canada, who may make copies at take extracts. The Contractor must provide all reasonably quired facilities for any audit and inspection and must furnish the information as the representatives of Canada may from time time require to perform a complete audit of the Contract.							·	
Da Co by ow	The amount claimed under the contract, calculated in cordance with the Basis of Payment provision in the Articles of reement, is subject to government audit both before and after yment is made. If an audit is performed after payment, the ntractor agrees to repay any overpayment immediately on demand Canada. Canada may hold back, deduct and set off any credits ing and unpaid under this section from any money that Canada es to the Contractor at any time (including under other ntracts). If Canada does not choose to exercise this right at y given time, Canada does not lose this right.				ere de la constitución de la con	- Comment of the Comm	e de colonia de la colonia de la colonia de la colonia de la colonia de la colonia de la colonia de la colonia		
9	Time Verification		7		of the second se				
pay	me charged and the accuracy of the Contractor's time recording stem are subject to verification by Canada, before or after yment is made to the Contractor. If verification is done after yment, the Contractor must repay any overpayment, at Canada's quest.			-	Andreas of the same of the sam		Manife A-every graph de la communicación de la company	of the control of the	
10	Invoicing Instructions			No. of the Control of		Manager of the Control of the Contro			
can	c Contractor must submit invoices in accordance with the section itled "Invoice Submission" of the general conditions. Invoices must be submitted until all work identified in the invoice is upleted.	Pily or commitments of several passage			AMERICAN PROPERTY OF THE PROPE	· · · · · · · · · · · · · · · · · · ·		PRODUING - A	
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ticle	Description		From - De Y-A M D-3	70 - À Y-A M D-J	Cănaignee Code Codo consignataire	No of Days N° de jours	Fees /Val. Limil Taux/Vol. fimite	GST% %TPS	GST Total Total TPS	Total
	Each invoice must be supported by:  a. A copy of time sheets to support the time claimed									
	Invoices must be distributed as follows:  a. The original and one (1) copy must be forwarded to the shown on page 1 of the Contract for certification and payment	address		PPRI A CALL CALL CALL CALL CALL CALL CALL C						
	11 No Responsibility to Pay for Work not performed due to of Government Offices	Closure				4				
	(a) Where the Contractor, its employees, subcontractors, or are providing services on government premises under the Cont and those premises are inaccessible because of the evacuation closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contract work that otherwise would have been performed if there had be evacuation or closure.	ract n or								
	(b) If, as a result of any strike or lock-out, the Contractits employees, subcontractors or agents cannot obtain access government premises and, as a result, no work is performed, is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had be able to gain access to the premises.	to Canada								
	12 Certifications Compliance		:		·					
MARKALIS AND THE TAXABLE TO THE TAXA	The continuous compliance with the certifications provided by Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during entire period of the Contract. If the Contractor does not convict any certification, fails to provide the associated information, or if it is determined that any certification much the Contractor in its bid is untrue, whether made knowingly unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default	ng the mply ade by						erser van er en er en en en en en en en en en en en en en		
	13 Applicable Laws							Arthurande		
	The Contract must be interpreted and governed, and the relatibetween the parties determined, by the laws in force in Ontar	ions	and the state of t		and as to suffer					
1	14 Priority of Documents									
	If there is a discrepancy between the wording of any document that appear on the list, the wording of the document that fix appears on the list has priority over the wording of any document subsequently appears on the list.	tst.								
	(a) the Articles of Agreement;									
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<ul> <li>(b) the general conditions (2014-09-25) 2010B General Condition Professional Services (Medium Complexity);</li> <li>(c) Annex A, Statement of Work;</li> <li>(d) Annex B, Basis of Payment</li> <li>(e) Annex C, Security Requirements Check List;</li> <li>(f) Supply Arrangement Number E602T-120001/804/ZT; and</li> <li>(g) the Contractor's bid dated June 19,2015.</li> </ul>	ns -						ang mang ang mang ang mang mang mang man	
15 Basis for Canada's Ownership of Intellectual Property								
The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:  — where the material developed or produced consists of material subject to copyright, with the exception of computer software at all documentation pertaining to that software.	ial							Allerda et de la companya de la comp
16 Translation of Documentation								- Approximate to the state of t
The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is und no obligation to provide any translation to the Contractor. Canagrees that any translation must include any copyright notice as any proprietary right notice that was part of the original. Canacknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.	ada nd ada			- yeliselililililili kayayan kayaya digerilililili		Apparent de secretariste de la constante de la constante de la constante de la constante de la constante de la		
17 Replacement of Specific Individuals						1	į	1
1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.				e de francisco de la companya de parte de la companya de parte de la companya de parte de la companya de parte				
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:						Managaran di Principa de Principa de Principa de Principa de Principa de Principa de Principa de Principa de P	And the second s	
<ul><li>(a) the name, qualifications and experience of the proposed replacement; and</li><li>(b) proof that the proposed replacement has the required securiclearance granted by Canada, if applicable.</li></ul>	ty	Till it is the strong s						
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	Description		From - De Y-A M D-J	A-ot Loma-y	Consignee Code Code consignataire	No of Days N° do jours	Fees Nat Limit TaurdVel, limite	GST%	GST Total Total TPS	Total
Autiord ord subsord the	The Contractor must not, in any event, e Work by unauthorized replacement person thority may order that a replacement stor such a case, the Contractor must immediate and secure a further replacement in absection 2. The fact that the Contracting der that a replacement stop performing the Contractor from its responsibility to me Contract	s. The Contracting performing the Work. tely comply with the ccordance with Authority does not e Work does not relieve	. •				•			
13	Ownership									
1. part by	Unless provided otherwise in the Contr rt of the Work belongs to Canada after de or on behalf of Canada.	act, the Work or any livery and acceptance							·	
payr payr acce	However if any payment is made to the count of any Work, either by way of progryments, that work paid for by Canada belowent being made. This transfer of owners ceptance by Canada of the Work or any part relieve the Contractor of its obligation accordance with the Contract.	ess or milestone ngs to Canada upon such hip does not constitute t of the Work and does								
Cont for	Despite any transfer of ownership, the sponsible for any loss or damage to the Wrk until it is delivered to Canada in accurate. Even after delivery, the Contract any loss or damage to any part of the Watractor or any subcontractor.	ork or any part of the ordance with the or remains responsible				,				
clai Cont	Upon transfer of ownership to the Work Canada, the Contractor must, if requester Canada's satisfaction that the title is aims, liens, attachments, charges or encuratractor must execute any conveyances and dessary to perfect the title that Canada is	d by Canada, establish free and clear of all mbrances. The other instruments							Total distriction of the second secon	
19	Liability		All the latest the lat						}	
its part empl Part prov inco incl deat	e Contractor is liable for any damage cause employees, subcontractors, or agents to try. Canada is liable for any damage cause solves or agents to the Contractor or anties agree that no limitation of liability vision applies to the Contract unless it corporated in full text in the Articles of cludes any injury to persons (including in the or loss of or damage to property (included as a result of or during the performance.	Canada or any third od by Canada, its y third party. The y or indemnity is specifically Agreement. Damage jury resulting in cluding real property)					The state of the s	American de Caracter de Caract		
11 (07/2006)	06)	·······			T	Regulstion No -			<sup>999</sup> 10 9	( 42
		•			Ord. Off - Bur, der 19138		. Ser No-M*de s 8545	érie	10 %	12

Gouvernement du Canada

20 Intellectual Property Infringement and Royalties  1. The Contractor represents and warrants to the best of its knowledge, neither it nor Canada will state to the best of its knowledge, neither it nor Canada wills that the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concorants in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concorants in the contractor or royalties related the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor has no obligation regarding claims that were only made because:  (a) Canada woulfied the Work or part of the Work without the Contractor has no obligation regarding claims that were only made because:  (a) Canada woulfied the Work or part of the Work without the Contractor of the contract; or  (b) Canada used the Work or part of the Work without the Contractor of the contract; or  (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or  (d) the Contractor used a specific inem of equipment or software to the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contractor of the contract of the contractor of the contract of the contract of the contract of the contractor of the contractor of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contractor of the contractor of the contractor of the contractor of the contractor of the contra		Description	From - De Y-A M D-J	To-Å L-DMA-Y	Consignee Code Code consignataire	No of Days Nº de jours	Feet Nat. Limit	GST%	GST Total	Total
and remade eyernet that Craim at its own expense and will pay all	1. its paid work of the control of t	Intellectual Property Infringement and Royalties  The Contractor represents and warrants that, to the best of sknowledge, neither it nor Canada will infringe any third try's intellectual property rights in performing or using the rk, and that Canada will have no obligation to pay royalties of y kind to anyone in connection with the Work.  If anyone makes a claim against Canada or the Contractor neorning intellectual property infringement or royalties related the Work, that Party agrees to notify the other Party in thing immediately. If anyone brings a claim against Canada, ording to Department of Justice Act, R.S., 1985, c. J-2, the corney General of Canada must have the regulation and conduct of litigation for or against Canada, but the Attorney General may guest that the Contractor defend Canada against the claim. In there case, the Contractor agrees to participate fully in the fence and any settlement negotiations and to pay all costs, tages and legal costs incurred or payable as a result of the imminicular the amount of any settlement. Both Parties agree to settle any claim unless the other Party first approves the telement in writing.  The Contractor has no obligation regarding claims that were y made because:  Canada modified the Work or part of the Work without the tractor's consent or used the Work or part of the Work without lowing a requirement of the Contract; or  Canada used the Work or part of the Work with a product that Contractor did not supply under the Contract (unless that use described in the Contract or the manufacturer's cifications); or  the Contractor used equipment, drawings, specifications or er information supplied to the Contractor by Canada (or by eone authorized by Canada); or  the Contractor used a specific item of equipment or software to totained because of specific instructions from the traction has included the following language in its own contract information of Canada. If a third party claims that equipment or threator name of Canada. If a third party claims that equipment			Consignee Code Code consignatairo		Four Val. Lime Tour/Val limes	GST% WTPS	GST Fotal Total TPS	Total

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	infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.			·				ı	
	4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or		The state of the s						
•	(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or								
	(c) take back the Work and refund any part of the Contract Price that Canada has already paid.				terji niji di di super nijenje nijenje nijenje nijenje nijenje nijenje nijenje nijenje nijenje nijenje nijenje			•	
	If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose-either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.	-			A April Calaboth Community of the Calaboth C				
	LIST OF ANNEXES (See documents attached)							in the state of th	
	1) ANNEX "A"- STATEMENT OF WORK 2) ANNEX "B"- BASIS OF PAYMENT 3) ANNEX "C" -SECURITY REQUIREMENTS CHECK LIST 4) ANNEX D: RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM			ne en apericamentalmenta	the first first				
010	Perf. Neas. Strat. Investigative Powers	2015.07.06	2015.10.07	19138		6	13%	1,430.00	12, 430.0
20	Porf. Meas. Strat. Investigative Powers	2015,07.06	2015.10.07	19138			13%	1,430.00	12,430.0
	The state of the s								
	Financial Codes Amount Codage financier Montant 0130-18044-153704 -4010 22,000.00		٠						
	The currency of this P.O. is - La dévise de ce bon est : CAD								
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RÉGIC 284 W OTTAW CANAL	NAL CAPITAL REGION N DE CAPITALE NATIONA ELLINGTON ST NA ON KIA 0H8 DA C: 613-946-9012	TĒ	Clousos (1) and (2) below will Les claures 1 of 2 ci-dessous Request for propo Contract Amendment	s font partie du document de ;	section E	CORRESION CORRES	TUSTICE CATREILLE (6) TROOM 350		-6551		Consignee at Consi	postinataire au point le dostination sauf i incliquó di-bos.
DD003, US	nviso indicated herein by the Crown, all prices oncice taxes. The Goods and Services Tax (GS* is included in the total estimated cost. Prices if (e) specified herein, municipal taxes are not app	nciude packing, packaging who are r.c	.D. UTICHORY SIL CONVEY CITES	(95) I REPORTED BY DEST	Le reumère figurant de doi être indiqué dans faus les connaissent bordereaux d'accomp	toutes les factures, nts et tous les agnement.	WORKPLAC DEPARTME	E BRANCENT OF J	ore to be som for grad at deux copies à ; H USTICE CANA EILLE (613)		•	
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	CONTRACT SPECIFICATI E602T-120001/294/ZT  1. Security Requir The following securi provided by ISP) app 1.1 The Contractor/C performance of the C hold a valid Designa	ements ity requirements ( )ly and form part Offeror must, at a	of the Contrac ll times durin Offer/Supply A	t.  g the  grangement,								
Solicitation At - A	cioses - L'imritation à soumissionner prond fin 00:00:00	services listed h	proin and on any ettached shee	y to the Minister, upon the terms and to at the price(s) sot out therefor, Re	esponses to a request	or proposal by a potential	supplier will be consider	services	pint of manufacture/shippi r le lieu de febrication ou s doivent étre randus,	ing of good d'expaditio	is or whore service is to b an desiblens, ou encore i	a lieu où les
HALI	address of Vendor - Nom et adresse du fournes FAX GROUP, THE CHRISTOPHER BRANCH	TOUTTISSOUP OVER	line et convient de vondre au M dara los précentos et dara tou tuoi seroni considéres comme l' berson authorized to sien en t			les documents ci-joints, le nses à une demande de p	is blons ou services, ou roposition présentée pa	Pursuar En vent sont dis			- cmm	ore available. ques des fonds  Choate
	190 0°CONNOR ST WA ON K2P 2R3 DA			Date Date	-7-15	235 Telephone No. • N	l° do téléphone		stimated Cost Sooi estimatif \$ 16,526.25	ć	For the Months - Rose	ervé au Ministre
Vender No	e: (613) 230-333  N-Na.du Fournisseur Fax NoNo. de 76 824 (613)	Votre of	or is accepted to the cocified herein. It is expossed dans less is coppeded to the coppeded dans less is coppeded dans les coppeded dans less is coppeded dans les coppeded dans les coppeded dans les	You are requested to supply as indicated herein, Nous yous domandons de fournir co qui est précisé dans los présentes.	Priòre de rei	gned copy forthwith, ourner immédiatement ment signée.	The traver havely and	Andrew day	Il a pris connaisser	nce du pré		opto.

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### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrat

	Canada Canada	Arrangement	t en matière d'	pprovisionnem	ent relatif aux inv	ritations à so	oumissionner et a	ux contr	ats	
	Description	T	From - De Y-A M D-J	To - Å Y-AM D-J	Consignee Code Code consignatairs	No. of Days N° da fours	Foos Mai, Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
	the Canadian Industrial Security Directorate (CISD), Public and Government Services Canada (PWGSC).	Works								
	1.2 The Contractor/Offeror personnel requiring access to PRO information, assets or sensitive work site(s) must EACH hold valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.	2 9								
	1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and Contractor/Offeror must ensure that its personnel are made a of and comply with this restriction.	the ware								
	1.4 Subcontracts which contain security requirements are NOT awarded without the prior written permission of CISD/PWGSC.	to be								
	1.5 The Contractor/Offeror must comply with the provisions o a.Security Requirements Check List and security guide (if applicable), attached at Annex B; b.Industrial Security Manual (Latest Edition).	f the:								
,	2. Statement of Work The Contractor must perform the Work in accordance with the Statement of Work at Annex A.									
	3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by num date and title are set out in the Standard Acquisition Claus Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acq on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.									
	3.1 General Conditions 2010B (2015-07-03), General Conditions - Professional Servic (Medium Complexity) apply to and form part of the Contract.	es								
	3.2 Supplemental General Conditions 4007 (2010-08-16), Canada to Own Intellectual Property Right Foreground Information apply to and form part of the Contrac	s in								
	4. Term of Contract The period of the Contract is from date of award to Septembe 2015 inclusive.	r 30,								
	5. Authorities									
	5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada									
0-11	(07/2006)				Ord. Off - Bur. de	Regulation No	An. Sor. No - Nº de		Page 2	of 11
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### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Description	From - De Y-A M D-J	To-À Y-AMD√J	Consignee Code Code consignataire	No. of Days Nº de jours	Foos /Val, Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
Ot Te	84 Wellington Street, EMB 1245 stawa ON, K1A 0H8 elephone: 613-946-9012 mail address: Kayla.Pordonick@justice.gc.ca								
C wi	ne Contracting Authority is responsible for the management of the ontract and any changes to the Contract must be authorized in riting by the Contracting Authority. The Contractor must not erform work in excess of or outside the scope of the Contract used on verbal or written requests or instructions from anybody ther than the Contracting Authority.					•		٠,	
AI Ma Do 31 Ot	2 Project Authority Lexis Ford-Ellis nager, Wellness Program ppartment of Justice Canada 50 Albert Street, Room 353 tawa ON, KIA OH8 elephone: 613-957-7558 -mail address: Alexis.Ford-Ellis@justice.gc.ca								
ar co di Ar	ne Project Authority is the representative of the department or gency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical notent of the Work under the Contract. Technical matters may be iscussed with the Project Authority; however the Project athority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made arough a contract amendment issued by the Contracting Authority.								
5	.3 Contractor's Representative								
	elephone: 613-230-3337 -mail address: @halifaxgroup.com								
6	. Payment					·			
II o: a	.1 Basis of Payment - Firm Unit Price n consideration of the Contractor satisfactorily completing all f its obligations under the Contract, the Contractor will be paid firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.								
	anada will not pay the Contractor for any design changes, odifications or interpretations of the Work, unless they have seen approved, in writing, by the Contracting Authority before heir incorporation into the Work.								
R	.1.1 Basis of Pavment - Professional Fees esource: er Diem Rate:								
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	Description		From « Do Y-A M D-J	70 - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de Jours	Foos Aval. Limit Tauoval. limito	GST% %TPS	GST Total Total TPS	Total
Π	Level of Effort: up to a maximum of days									
	For the purpose of this Contract, a day is defined as 7.5 howork, exclusive of meal breaks. Payment will be made for de actually worked, with no provision for annual leave, statute holidays and sick leave. If time worked is more or less that day, the all inclusive fixed daily rate must be provated to reflect the actual time worked.	ays ory								
1	6.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated performing the Work.	d with								
ľ	6.3 Limitation of Expenditure									
	6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$14,625.00. Customs duties are incland Applicable Taxes are extra.	luded								
	6.3.2 No increase in the total liability of Canada or in the of the Work resulting from any design changes, modifications interpretations of the Work, will be authorized or paid to to Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contractor the Work the Contraction into the Work. The Contracts not perform any work or provide any service that would in Canada's total liability being exceeded before obtaining written approval of the Contracting Authority. The Contract notify the Contracting Authority in writing as to the adequates sum:  a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract for provided are inadequate for the completion of the Work, whichever comes first.	s or the racting tractor result the or must acy of								
	6.3.3 If the notification is for inadequate contract funds, Contractor must provide to the Contracting Authority a writt estimate for the additional funds required. Provision of sucinformation by the Contractor does not increase Canada's liability.	ten								
	6.4 Method of Payment Canada will pay the Contractor upon completion and delivery Work in accordance with the payment provisions of the Contract and accurate and complete invoice and any other documents required by the Contract have been submitted in accordance withe invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.	act if:								
P-13 (	(07/2006)	<u>'</u> -			Ord. Off - Bur. 1928	doman. Yr	o Demande An. Ser. No - N° 6 5 871		Page 4	of 11

## Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

. Description	From - De	To-A	Consignee Code	No, of Days	Fees Mai, Limit	GST%	GST Total	Total
	LOW A-A	Y-AM D-J	Code consignataire	Nº do jours	Taux/Val. limite	%TPS	Total TPS	
7. Accounts and Audit								
7.1 The Contractor must keep proper accounts and records of t cost of performing the Work and of all expenditures or commitm made by the Contractor in connection with the Work, including invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.	all							
7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.		-						
7.3 Unless Canada has consented in writing to its disposal, to Contractor must retain all the information described in this section for six years after it receives the final payment und the Contract, or until the settlement of all outstanding claim and disputes, whichever is later. During this time, the Contract must make this information available for audit, inspection amexamination by the representatives of Canada, who may make count take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furfall the information as the representatives of Canada may from to time require to perform a complete audit of the Contract.	er ms actor d pies							
7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Article Agreement, is subject to government audit both before and aft payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on dem by Canada. Canada may hold back, deduct and set off any crediowing and unpaid under this section from any money that Canadowes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right any given time, Canada does not lose this right.	er and ts a			Andrews with the second try address of the second s				
8. Invoicing Instructions The Contractor must submit invoices in accordance with the se entitled "Invoice Submission" of the general conditions. Invo cannot be submitted until all work identified in the invoice completed.	ices (							
Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the following address: Diane Latreille Department of Justice Canada								

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### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Dosarlption	From - Do Y-A M D-J	To - À Y-A M D-J	Consignee Codo Codo consignateira	No. of Days N° de jours	Foes Nei, Limit TauxVos, limite	GST% %TP\$	GST Total Total TPS	Total
Te.	tawa ON, K1A OH8 lephone: 613-952-6551 ail: Diane.Latreille@justice.gc.ca								
of (a are clearly per world)	No Responsibility to Pay for Work not Performed due to Closure Government Offices ) Where the Contractor, its employees, subcontractors, or agents e providing services on government premises under the Contract d those premises are inaccessible because of the evacuation or osure of government offices, and as a result no work is rformed, Canada is not responsible for paying the Contractor for rk that otherwise would have been performed if there had been no acuation or closure.								
it: go is ot:	) If, as a result of any strike or lock-out, the Contractor or semployees, subcontractors or agents cannot obtain access to vernment premises and, as a result, no work is performed, Canada not responsible for paying the Contractor for work that herwise would have been performed if the Contractor had been le to gain access to the premises.					÷			
The Con as: Ce: en winth the un	Certifications Compliance e continuous compliance with the certifications provided by the notice of the Contract of the Contract.  rtifications are subject to verification by Canada during the tire period of the Contract. If the Contractor does not comply th any certification, fails to provide the associated formation, or if it is determined that any certification made by e Contractor in its bid is untrue, whether made knowingly or knowingly, Canada has the right, pursuant to the default ovision of the Contract, to terminate the Contract for default.				-				
11 The	. Applicable Laws e Contract must be interpreted and governed, and the relations tween the parties determined, by the laws in force in Ontario.	- -							
If the application of the control of	Priority of Documents there is a discrepancy between the wording of any documents at appear on the list, the wording of the document that first pears on the list has priority over the wording of any document at subsequently appears on the list.  The Articles of Agreement;  The supplemental general condition 4007 (2010-08-16), Canada Own Intellectual Property Rights in Foreground Information;  The general conditions 2010B (2015-07-03), General Conditions	-							
(de)(H	Professional Services (Medium Complexity);  Annex A, Statement of Work;								
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### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	(g) the Contractor's Proposal: Employee Assistance Program Procurement									
	13. Basis for Canada's Ownership of Intellectual Property The Department of Justice Canada has determined that any intellectual property rights arising from the performance of Work under the resulting contract will belong to Canada, on t following grounds:  where the material developed or produced consists of mate subject to copyright, with the exception of computer software all documentation pertaining to that software.	he erial								
	14. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by th Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is no obligation to provide any translation to the Contractor. C agrees that any translation must include any copyright notice any proprietary right notice that was part of the original. C acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result the translation.	under anada and anada	•							
	15. Replacement of Specific Individuals									
	15.1 If specific individuals are identified in the Contract t perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so fo reasons beyond its control.	:								
	15.2 If the Contractor is unable to provide the services of a specific individual identified in the Contract, it must provide replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of to Contractor and be acceptable to Canada. The Contractor must, soon as possible, give notice to the Contracting Authority of reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed replacement; and  (b) proof that the proposed replacement has the required sec clearance granted by Canada, if applicable.	the as the							,	
	15.3 The Contractor must not, in any event, allow performance the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Wo In such a case, the Contractor must immediately comply with toorder and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not rethe Contractor from its responsibility to meet the requirement	ork. the								
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### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Description	From - De Y-A M D-J	A-oT LOMA-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
	the Contract								
	16. Ownership								
	16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
	16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.								
1	16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.								
	16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.	•		-					
	17. Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.							_	
	18. Intellectual Property Infringement and Royalties								
1	18.1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.								
	18.2 If anyone makes a claim against Canada or the Contractor						1	~	

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## Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litication for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.  18.3 The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications; or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay a				
(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or  (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or  (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or  (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the				
it will be responsible to Canada for the claim.				
18.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price	-			

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### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Description	From - De Y-A M D-J	То-À У-АМО-J	Consignee Code Codo consignataire	No. of Days N° do jours	Feos /Val. Limit Taux/Val. Rmito	GST% %TPS	GST Total Total TPS	Total
	that Canada has already paid.  If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
	ANNEX A - STATEMENT OF WORK								
	l. Title Procurement Specialist - Employee Assistance Program Procurement								
	2. Background Services for Justice Canada's Employee Assistance Program (EAP) are currently provided on a cost-recovery basis by Health Canada's Employee Assistance Services Division, which provides services across Canada.								
	Through a competitive procurement process, the Workplace Branch wishes to determine if the private sector or other organizations outside the federal government can provide the serbices currently provided by Health Canada at a competitive price. The Branch also wishes to determine if additional services can be delivered in a cost-effective manner by such a service provider.								
	3. Scope The Workplace Branch requires the services of an exerienced consultant to support the development of a statement of work and technical evaluation criteria for the procurement document. The Work will include:  - Determining, in consultation with the Workplace Branch, the services to be included in the procurement;  - Surveying or reviewing how other federal government departments procure and deliver employee assistance services; and  - Developing the statement of work and technial evaluation criteria for the procurement document.								
	4. Tasks/Deliverables The resource will undertake the following work on an as and when required basis: i) Review relevant employee assistance services documentation provided by the Workplace Branch; li) Meet with the Workplace Branch staff and any other key stakeholders identified by the Branch to determine the specific services to be procured; iii) Review the procurement and delivery of similar services by other government departments/agencies from service providers other						•		
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#### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	criteria com directives, 5. Due Dat	Canada to identify best practices; lop a draft statement of work, review the Workplace Branch and finalize, lop draft technical evaluation crite; ements), review and obtain feedback inalize; and re that the statement of work and temply with Government of Canada contraguidelines and practices.  Tasks/Deliverables are to be determined to the completed of the complete of th	acting policies,								
	September 30	0, 2015.									
	ANNEX B - SE Please see t	ECURITY REQUIREMENTS CHECK LIST (SRC. the attached SRCL.	L)		-						
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010	Category 10.7		•	2015.07.22	2015.09.30	19285		<u></u>	13%	1,901.25	16,526.2
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	Description	Film-De VAND-I	A.aF	Contrant Code	No or Days	Fees (Vill Lines Taxable), Brata	GST%	GST Youl	Toc
	Directorate (CISD), Public Works and Government Services Canada (PWRSC).			- Carlo Carlo Carlo	4 34 944 1	Taranow, aracy	1 4 78	foiriTPS	
	1.7 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CLSD/PWGSC.			-	Total Control of the		The state of the s		To the second se
	1.3 The Contractor NUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.							:	
	1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PMGSC.	1							
	1.5 The Contractor must comply with the provisions of the: a.Security Requirements Check List, attached at Annex B: b.Industrial Security Manual (Latest Edition):	o included and the second			to do consultant				
	<ol> <li>Statement of Work</li> <li>The Contractor must perform the Work in accordance with the Statement of Work at Annex A.</li> </ol>							and the second s	
4 4 4	3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisitl on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.	Maria de Communidado de Companyo de Compan							
- 2	3.1 Seneral Conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apoly to and form part of the Contract.						r children		
1.4.4.00	3.2 Supplemental General Conditions (007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.	manifer							
the man	3.3 Specific Persons The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:	nater e				•			
Street Ac.	i. Term of Contract The period of the Contract is frum date of award to December 16, 2010 inclusive.	harpalay quest and designation and the second	ļ						
5	- Authorities	1					-		

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The Contract a writing by perform we based on the contract of	acting Authority is responsible for the management of the and any changes to the Contract must be authorized in a the Contractor must not book in excess of or outside the scope of the Contract with a first interpret or instructions from anypoor the Contract the Contract of the Contract of the Contract of the Contract of the Contract of the Contract of the Contract of the Contract of the Contracting Authority.	A.			and the second s				e de la constanta de la consta
Alexis For Evaluation Department 284 Wellin Ottawa ON, Telephone:	Naneger of Justice Canada gaton Street, EMB 5175						The state of the s		The state of the s
content of discussed Authority the Work.	cal Authority is the representative of the department or whom the Work is being carried out moder the Contract possible for all matters concerning the technical the Work under the Contract. Technical ratters may be with the Technical Authority: hewever the Technical has no authority to authorize changes to the scope of Changes to the scope of Changes to the scope of the Work can only be made.				en en en en en en en en en en en en en e				erferentits authentionerentiating in Arternation
5.3 Contra	ctor's Representative				ŀ				
Telephone: E-mail add	613-269-2002 ress: 83hgronsulting.com								
6. Paymen	nt .							1	
6.1 Basis For the Wo	of Payment - Firm Price rk described in Annex A - Statement of Work:		•						
In consider of its oblustions of its oblustical oblustions of its oblustions of its oblustions of its oblustions of its oblustions of its oblustions of its oblustions oblustions of its oblusti	ration of the Contractor satisfactorily completing all igations under the Contract, the Contractor will be paid on of \$22,000.00. Customs duties are included and Goods sa Tax or Harmonized Sales Tax is extra, if applicable.	Mindre to delining we would					77.		

	Description	from De	FC-A	Corregnee Coor Code personality	No of Days In de pours	Fees Pers, Limit Tauxistal service	GST%	GSF Faled Foto: TP8	Total
been approve	not pay the Contractor for any design chas or interpretations of the Work, unless ed, in writing, by the Contracting Authorsporation into the Work	inges.			-/	- max. 100 pt 100	AFF-0	rom tea	
6.2 Authori	zed Travel and Living Expenses not pay any travel or living expenses as	sociated with	energy management of the special states of t						
6.3 Method	of Payment - Milestone Payments								
provisions ( a) an accuracy the invoicur b) all suc c) all wor	a will make milestone payments in accordant Milestones outlined in 5.3.2 below and the fithe Contract it: brate and complete invoice and any other of the Contract have been submitted in accordant in instructions provided in the Contract; the documents have been verified by Canada; the associated with the milestone and as apprequired has been completed and accepted	stance with			Bada central military of a strandard constraint of the str		And the second s		
6.3.2 Schedu Milestone 1: includes a p strategy fra Due Date: no	ile of Milestones: Receipt and acceptance of the draft PMFS program profile, logic model, performance unework and evaluation strategy: later than October 30, 2015 wount: 511,000.06 + HST	65.5	Manuscon and American States of States and American States of States and American States of States and American States of States and American States of States and American States of States and American States of States and American States of States and American States of States and American States of States and American States of States and American States of States and American States of States and American States and Ame	Anderson or the state of the st	Many by the second seco				
Due Date: no	Receipt and acceptance of the final FMSS later than December 16, 2015 count: \$11,000.00 - HST	-	1					10.00	
7. Account	3 and Audit								
invoices, re	tractor must keep proper mocounts and rec- orating the Work and of all expenditures of Contractor in connection with the Work, in ceipts and vouchers. The Contractor must illuding bills of lading and other evidence on or delivery, for all deliveries hade up	ncluding all retain							
subcontracto record of th	Contract includes payment for time spent hat semployees, representatives, agents or its performing the Work, the Contractor muse actual time spent each day by each indicate of the Work.	st keen a							
CONTRACTOR M	Canada has consented in writing to its dis ust retain all the information described i six years after it receives the fidal pays	in this	e de la constante de la consta	distance in	ed i side edeblike edite i edeb				

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the Contract, or until the mettlement of all outstancing claims and disputes, whichever is later. During this time, the Contractor must make this information available for budit, inspection and commission available for budit, inspection and commission by the representatives of Conada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any addit and inspection and nust furnish all the information as the representatives of Conada are the Contract.  7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government addit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment irractively on demand by Conada. Canada may hold buck, deduct and set off any credits owing and ungaid under this section from any noney that Canada comment of the Contractor at any time (including under otter contracts). If Canada does not house to exercise this right at any qiven time, Lanada does not lose this right.  8. Invoicing Instructions The Contractor must submit invoices in accordance with the section obtified "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is complated.  Invoices must be distributed as follows:  a. The original and one [1] copy must be forwarded to the following address: bucke Frenette Department of Justice Canada 275 Sparks Street, SMI Noom 2020 Ottuam ON, NIA ORR Telephone: 611-946-983 Relephone: 611-946-983 Relephone: 612-946-983 Relephone: 612-946-983 Relephone: 613-946-983 Relephone: 613-946-983 Relephone: 614-946-983 Relephone: 615-946-983 Relephone: 616-946-983 Relephone: 617-946-983 Relephone: 617-		. Description:		ME-J	To-A 1-AMD-1	Ganz-gone Catif State bent gratities	No of Bats al de jours	Ples Nill Linz TearViz Work	GSIN' SIPS	CST friel Total 1PS	Total
entitled "Invoices Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.  Invoices must be distributed as follows: a. The original and one (1) mapy must be forwarded to the following address: bucic Frenette Department of Justice Canada 275 Sparks Street, SAT Room 2020 Ottaw ON, NIA OHR Telephone: 611-946-3830 Reall: Lucie Frenette@justice.gc.cs  9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices (1) Where the Contractor, its employees, succentractors, or agents are providing services on government promises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result has work by performed, Ganada is not responsible for paying the Contractor for mork that otherwise would have been performed if there had been no evacuation or closure.	te to the tent of	es, whichever is later. During this time, the Contractor this information available for audit, inspection and in by the representatives of Canada, who may make expies xtacks. The Contractor must provide all reasonably acidities for any audit and inspection and must furnish formation as the representatives of Canada may from time quire to perform a complete audit of the Contract.  mount claimed under the contract, calculated in with the Basis of Payment provision in the Arricles of is subject to government audit both before and after made. If an audit is performed after payment, the agrees to ropay any overpayment irracdiately an demand Canada may hold buck, deduct and set off any crodits unpaid under this section from any noney that Canada e Contractor at any time (including under other . If Canada does not choose to exercise this right at time, Canada does not lose this right.	No. of the control of				or pro-2				
Readl: Lucie.Frenette@justice.gc.ca  9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices (a) Where the Contractor, its employees, succontractors, or agents are providing services on government promises under the Contract, and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.	8 9 8	submitted until all work identified in the invoice is  ust be distributed as follows: ginal and one (I) copy must be forwarded to the address: ette of Justice Canada Street, SAT Room 2020 KIA ORE					meticennochem municipage; v				And the first device of the contract of the co
	sie i	le.Fremette@justice.gc.ca  sponsibility to Pay for Work not Performed due to Closure ent Offices the Contractor, its employees, succontractors, or agents ing services on government promises under the Contract premises are inaccessible because of the evacuation or government offices, and as a result he work is Canada is not responsible for paying the Contractor for otherwise would have been performed if there had been no					М дайна а 17-а сторен құзаққаныны пілікен жұзақ қазақ қаз				A company of the comp
its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been	e	ees, subcontractors or agents cannot obtain access to premises and, as a result, no work is perforted, Canaca consible for paying the Contractor for work that		не переда на применя в применя в применя в применя в применя в применя в применя в применя в применя в применя			entility of the second of the				

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al	ole to gain access to the premises.						-	122.17	
Co as Co er wi	O. Certifications Compliance ne continuous compliance with the certifications provided by the nutractor in its bid and the ongoing comparation in providing associated information are conditions of the Contract. Artifications are subject to verification by Canada during the ntire period of the Contract. If the Contractor does not comply the any certification, fails to provide the associated						And desired the second	A THE PARTY PROPERTY AND ASSESSMENT AND ASSESSMENT ASSE	
tit	iformation, or if it is determined that any cortification made by e Contractor in its bid is untrue, whether made knowingly or knowingly, Canada has the right, pursuant to the default ovision of the Contract, to terminate the Contract for default.				A section of the sect				
Th	. Applicable Laws e Contract must be interpreted and governed, and the relations tween the parties determined, by the laws in force in Ontario.	Landidadiga			majirani in najirani				
th ap	Priority of Documents there is a discrepancy between the wording of any documents at appear on the list, the wording of the document that first pears on the list has priority over the wording of any document at subsequently appears on the list.  } the Articles of Agreement;	от фана-уўст <b>ация вына</b> вацыя		TO THE THE THE THE THE THE THE THE THE THE	seenbrille is seenbrille in seenbrille			. Address of the second	
10 10	) the supplemental general condition 4007 (2016-06-16), Canada Own Intellectual Property Rights in Fereground Information: the general conditions 20108 (2015-07-03), General Conditions Professional Services (Medium Conplexity):  Annex A, Statement of Work;  Annex B, Security Requirements Check List;  Supply Arrangement Number 26027-120501/304/2T (the "Supply	de describeration des		orinativa de la constitución de la constitución de la constitución de la constitución de la constitución de la	e de la constante de la consta			the management of the second	
ME.	rangement"); and ) the Contractor's Proposal dated July 15, 2015.	gh dan yang milini sa sa			1			1	
10	Basis for Canada's Ownership of Intellectual Property  Department of Justice Canada has determined that any tellectual property rights arising from the performance of the rk under the resulting contract will belong to Canada, on the llowing grounds:	We consider the constraint of the constraint o		·				Will show the second se	
con	the main purpose of the contract, or of the deliverables ntracted for, is to generate knowledge and information for plic dissemination.	as entrape addition of the second		i i	The state of the s				
The offi Cor acl no agr	Translation of Documentation of Contractor agrees that Canada may translate in the other fittal language end documentation delivered to Canada by the stractor that does not being to Canada. The Contractor knowledges that Canada owns the translation and that it is under obligation to provide any translation to the Contractor. Canada test that any translation must include any copyright notice and proprietary right notice that was part of the original. Conada	American control of the second control of th			Matthe, Mary's spin-agency contribute department common account	-		A CONTRACTOR OF THE CONTRACTOR	

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tech	wledges that the Contractor is not responsible for any nical errors on other problems that may arise as a secult of translation.								
15.	Replacement of Specific Individuals								
peri	If specific individuals are identified in the Contract to orm the Work, the Contractor must provide the services of a individuals unless the Contractor is enable to do so for one beyond its control.		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	100					
replication reason (a)	If the Contractor is mable to provide the services of any file individual identified in the Contract, it wast provide neement with similar qualifications and experience. The scement must meet the criteria used in the selection of the saccotar and be acceptable to Canada. The Contractor must, as as possible, give notice to the Contracting Authority of the of for replacing the individual and provider the name, qualifications and experience of the proposed scement; and proof that the proposed replacement has the required securitizance granted by Canada, if applicable.	Andrews (1994) Property Commission (1994) Proper							
Authoria subsection the C	The Contractor must not, in any event, allow performance of lork by unauthorized replacement persons. The Contracting writy may order that a replacement stop performing the Work, ich a case, the Contractor must immediately comply with the and secure a further replacement in accordance with scition 2. The fact that the Contracting Authority does not that a replacement stop performing the Work does not relievely contractor from its responsibility to meet the requirements contract						eren gerren eren eren eren eren eren ere		en er anni e d'arra pala pala partir d'arra pala pala pala pala pala pala pala
16. 0	wnership								1
part	Unless provided otherwise in the Contract, the Work or any of the Work belongs to Canada after delivery and acceptance on behalf of Canada.						7,112,112		
payme payme payme accep not r	However if any payment is made to the Contractor for or on nt of any Work, either by way of progress or milestone nts, that work paid for by Cahada belongs to Cahada upon sug nt being made. This transfer of comeratip does not remstitut tance by Cahada of the Work or any part of the Work and does elieve the Contractor of its obligation to perform the Work cordance with the Contract.	e i		t the addition of the contract					-
respe Work	Despite any transfer of ownership, the Contractor is nsible for any loss or damage to the Nork or any part of the until it is delivered to Canada in secondance with the act. Even after delivery, the Contractor remains responsible	1		Direction of the country of the coun	and the state of t				
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for any loss or damage to any part of the Work Contractor or any subcontractor.	caused by the							
16.4 Upon transfer of ownership to the Mork or Work to Canada, the Contractor must, if request establish to Canada's satisfaction that the tit clear of all claims, liens, attachments, charge the Contractor must execute any conveyances and necessary to perfect the title that Canada may	ed by Canada, le is free and s or encumbrance other instruments		Market and American A					where the same and
17. Liability The Contractor is liable for any damage caused its employees, subcontractors, or agents to Camparty. Canada is liable for any camage caused by employees or agents to the Contractor or any the Parties agree that no limitation of liability or provision applies to the Contract unless it is incorporated in full text in the Artscles of Aginchudes any injury to persons limituding infur death) or loss of or damage to property functed caused as a result of or during the performance	da or any third  / Cahada, its  // Cahada, its  // Ideanity  // Ideani							
18. Intellectual Property Infringement and Royal	ties							
18.1. The Contractor represents and warrants the its knowledge, neither it nor Canada will infrit party's intellectual property rights in performs Work, and that Canada will have no obligation to any kind to anyone in connection with the Work.	ide any third	And the second s						
18.2 If anyone makes a claim against Canada or concerning intellectual property infringement of the Work, that Party agrees to notify the otheriting immediately. If anyone brings a claim be according to Department of Justice Act, R.S., I Attorney General of Canada must have the regular all litigation for or against Canada, but the Arequest that the Contractor defend Canada against that case, the Contractor defend Canada against either case, the Contractor agrees to participal defence and any settlement negotiations and to damages and legal costs incurred or payable as a claim, including the amount of any settlement. I not to settle any claim unless the other Party is settlement in writing.	doyaltes related the rearry in sinst Canada, 185, c. 1-2, the field of the claim, the claim, the claim, the claim, the cay all costs, result of the both Parties agree							•
18.3 The Contractor has no obligation regarding only made because: (a) Canada modified the Work or part of the Work Contractor's consent or used the Work or part of following a requirement of the Contract, br. (b) Canada used the Work or part of the Work with	without the the Work without							

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is described in t specifications): (c) the Contracto other information semeone authorize (d) the Contracto that it obtained Contracting Autho Contractor has in with the supplier acknowledges that Government of Car software supplied property right, [Contractor name] and Canada agains costs, damages an infringement." Oh Contractor's resp	Id not supply inder the Contract (un- the Contract or the manufacturer's or used equipment, drawings, specifi of supplied to the Contractor by Cau- ed by Canadal; or or used a specific item of equipment because of specific item of equipment because of specific instructions from the contractor by Cau- ed the following language in it of that equipment or softwarer '[5] the purchased items will be used b ada. If a third party claims that a i under this contract. Infringes are supplier name', if requested to do or Canada, will offend both (Contract that claim at its own expanse and delecal feem payable as a result of that it is not expanse and delecal feem payable as a result of supplier name; if the Contractor of sible to Canada for the Contractor of sible to Canada for the claim.	cations or da (or by or software ton the applies if the sown contract impolier name) y the component or intellectual so by either actor name? i will pay all that popular is the							
Contractor or Can rights, the Contr (a) take whatever to use the allege (b) modify or reg infringement, whi, the requirements (c) take back the that Cansda has a li the Contractor reasonably be ach those steps with either to require steps are necessa infringing part(s	sims that, as a result of the Work. ada is infringing its intellectual actor must immediately do one of the Stops are necessary to allow Caraddly infringing pert of the Work or clack the Work of the Contract or the Contract or Work and relume any part of the Coltrady paid. determines that none of these alto dived, or if the Contractor fails to a reasonable amount of time, Cana the Contractor for the Contractor for the Contractor for the Contractor for the Contractor for the Contractor for the Contractor for the Contractor for the Contractor to th	property to mee* all ministract Price stractives can a take any or da may choose ke whatever allegery the	. Distribution of the control of the						
Evaluation Strate  2. Objective The Department of	and Youth Section Performance Measu	es the	METAL AND AND AND AND AND AND AND AND AND AND						And the second description of the second des

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	Evaluation Strategy (PMES) for the Family, Children and Youth Section (FCY).								
A 10 PM A 10 PM A 10 PM A 10 PM	3. Background in preparation for an evaluation in 2317-2018 of the work undertaken by the FCY and other areas of the Department (Programs Branch, Research and Statistics Division and Communications) in support of their work, there is a need to develop a FMES. The PMES will build on the FCY Legal and Policy Study conducted in 2015 which outlines the profile of the FCY and incorporates the program logic of the Supporting Families Experiencing Separation and Divorce Initiative (SFI), Department's work under the Family violence Initiative (FVI) and captures all other work undertaken by the FCY.								
1	f. Scope This Contract will support the development of a PMES that will include a program profile, logic model, performance measurement is trategy and an evaluation strategy in accordance with Treasury Board Secretariat expectations: [http://www.tbs-scr.gc.ca/cee/index-eng.asp].				version of the state of the sta				
8	Under the new Evaluation Policy, the Tressury Board Scoretariat outlines its expectations with respect to evaluating the relevance of programs. During the preparation of the system of			,	deligner state of the state of				
1	A draft profile and logic model were developed as part of a FCY legal and Policy Study in 2015. These components will be used as a basis for developing the PMES.								
1	). Tasks It is anticipated that the Contractor will undertake the Following activities:								
1 2 2 2	(a) Initial Meeting - the Contractor will meet with the Technical Authority and the Evaluation Advisory Committee (EAC), which include the Senior General Counsel, FCY Coordinators (4) and representatives from the Programs Branch (1) and the Deserch and Statistics Division (2), to discuss project requirements, timelines, expectations, and to confirm Toles and responsibilities. The meeting will take place in Otiama.		,						
1	(b) Document and file review - The Contractor will review a sufficient number of background documents and files to become familiar with the Inltiative. The documents will include, but not be limited to: the FCY Legal and Policy Study; previous PMES for the SFI, FVI and Criminal Law Policy Section; and any other melevant documents to provide context for developing the FMES.			٠					
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-	(c) Half-day workshop - The Contractor will conduct a half-day	YA UDJ	FOMA.	Code corregnments	it' de cara	Tarafva tenna	-%1P2	GST feld fee TPS	Total
	workshop with the fechnical Authority and the EAC to confirm the draft Logic Hodel and discuss performance Indicators and if possible evaluation questions.			1	And a second sec				
	(d) Draft Performance Measurement Strategy - The Contractor will draft a PMES that includes a program profile, logic model, performance measurement strategy and evaluation strategy based on initial consultations and the document review.		Allen orange spirit de la constante spirit de	and the state of t	And the second s		Andreas Andrea		The second secon
	(e) Meeting - The Contractor will meet in-person with the Technical Authority and the EAC to receive feedback on the draft PMES.	1 1			A 115.0				
***************************************	(f). Finalize the Performance Measurement Strategy - The Contractor will finalize the RMES based on feedback received from the Technical Authority and the EMC.	For the state of t	turn e e e e e e e e e e e e e e e e e e e	Market or one or market					
and a strange property and a second	6. Deliverables The deliverables will include: a) a draft PMES that includes a Program Profile, Logic Model, Performance Measurement Strategy and Evaluation Strategy by October 30, 2015; and b) a final PMES by December 16, 2013.	termina companiente de la companiente del companiente de la companiente de la companiente de la companiente de la companiente de la companiente de la companiente de la companiente del companiente de la companiente de la companiente de la companiente de la companiente de la companiente de la companiente de la companiente de la companiente de la companiente de la companie	- Andrewsking of the Control of the	Ундинивиненальный общения общ	MATERIAL CONTRACTOR CO				
	7. Meetings The Contractor will be required to attend rectings with the Technical Authority throughout the tenure of the project. The Contractor will be required to attend two in-person meetings in Ottawa, the half-day workshop and the meeting to discuss the draft PMES. The initial meeting, as well as any other meeting rectired, can be done either in-person or by teleconference. The actual frequency, purpose and location of meetings will be determined at the outset of the project between the Technical Authority and the Contractor.	-			ne en en en en en en en en en en en en e				
	ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Floase soc the attached SRCL.		9						
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a Telescond income condition of the cond	istor designe to Ministre de Justice Canas and Candidors est quin SSC Supply Arra distons igurant dans ravrangement en matière orporées dans les présentes.  Resulting Contract E60ZT-120001/789/ZT  1. Security Requi: SECURITY REQUIREMEN COMMON-PS-SRCL#14  1. The Contractor performance of the closes Limitation à soumissionner prend % 00000000000000000000000000000000000	tida et toute mutre personne désignée apament Serial No. E60XT-12000 de deprovésionnement d'ASC. Intervent Description Clauses rement T FOR CANADIAN SU /Offeror must, at Contract/Standing Ite The Vendor of Serious Intervent deux, Erunnées de deux deux deux deux deux deux deux d	pour te remptacie.  11/189/ZT between the Vendor at  11/189/ZT between the Vendor at  11/189/ZT between the Vendor at  12/19/29/ZT between the Vendor at  12/19/ZT between the Couronne  12/19/ZT PWGSC FI  21/11/ZT PWGSC FI	LE \$  g the rangement, the Minister, upon the terms and a the price(e) see out therefor. Realize auto particular autopation at publication are sure presented, au ou such particular autopation (e) see out therefor Realize autopation at publication are sure presented, au ou such particular autopation (e) see offers de visite (e) see offers de vis	From - De Y-A M D-J conditions set out appress to a requi- les présentes et orix (notqués, Les i	To - A Y-A M D-J  Therein, including the eltechnese to proposal by a potential dans les documents ci-joints, réponses à une demande de	Consignee Code Code consignateire Code consignateire ents terrato, the supplier supplier will be conside as biens ou services, ou proposition présentée pu	No. of Days No de joure State per liniquer red se services Lea ar un F.O.B. F. O.B. Sort	Fees Nat. Limit Tauct/oil. Imite  ori of manufacture/things is lieu de febrication ou downs down endown oins - Penn FAB  To Section 32(1) of the de febrical 32(1) de is profibles	GST% %TPS-	Total TPS  /  /  /  /  /  /  /  /  /  /  /  /  /	be performed, let leur göl len sammen sen sen sen sen sen sen sen sen sen s
a Winish the term see conditions on the conditions on the conditions of the conditio	istor designe to Ministre de Justice Canas and Candidors est quin SSC Supply Arra distons igurant dans ravrangement en matière orporées dans les présentes.  Resulting Contract E60ZT-120001/789/ZT  1. Security Requi: SECURITY REQUIREMEN COMMON-PS-SRCL#14  1. The Contractor performance of the closes Limitation à soumissionner prend % 00000000000000000000000000000000000	tida et toute mutre personne désignée apament Serial No. E60XT-12000 de deprovésionnement d'ASC. Intervent Description Clauses rement T FOR CANADIAN SU /Offeror must, at Contract/Standing Ite The Vendor of Serious Intervent deux, Erunnées de deux deux deux deux deux deux deux d	pour te remptacie.  11/189/ZT between the Vendor at  11/189/ZT between the Vendor at  11/189/ZT between the Vendor at  12/19/29/ZT between the Vendor at  12/19/ZT between the Couronne  12/19/ZT PWGSC FI  21/11/ZT PWGSC FI	LE # g the rangement, the Minister upon the terms and o at the priority set out therefor. Res	From - De Y-A M D-J conditions set out appress to a requi- les présentes et orix (notqués, Les i	To - A Y-A M D-J  Therein, including the eltechnese to proposal by a potential dans les documents ci-joints, réponses à une demande de	Consignee Code Code consignataire  was hereto, the supplier supplier will be conside proposition présentée pr	endro de série E8  No. d' Deys  N° de jours  State per red es  services  F.C.B. F  Pursuen  En right  Total E8  Cott gie	Fees Mal. Limit TauctVol. Imite TauctVol. Imite of manufacture/shipp le lieu de febrication of colvent être rendus.  circi - Perint FAB ir le Section 32(1) of the or de Particle 32(1) de la profibira.	GST% STPS.	or where service is to the biers, ou encore stingtion and services of the biers, ou encore stingtion des financhiques.	o be performed, lie lieu où len le lieu où len le lieu où len le len où len len où len len où

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From - Ded	AIS-LEFORT, M	Date of solicitation - Date de l'il	nvitation à soumissionner	Å	occuriting Office Code ode du bureau comptable	Ord. Off - Bur. dema		Ser, No - N° de sé	Pa	1	of 12
NATION RÉGION	NAL CAPITAL REGION N DE CAPITALE NATIONALE	Clauses (1) and (2) below will for Les clauses 1 et 2 ci-dessous for	m part of this: nt partie du document de :		19402	19402	15	8855	-		Chargé de l'inspection Destinataire au point
	ELLINGTON ST A ON K1A OH8	Request for proposal	Demande de propositio	on I	ISB ADMINISTRA DEPARTMENT OF ATT: DANIELLE	JUSTICE CAN	IADA		de	stination unless	de destination sauf si indiqué ci-bas.
PHONE	613-952-2243	Contract	X Contrat  Modification	1 3	275 SPARKS ST OTTAWA ON K1A	ROOM 12006	31-3102	,		Direct inquiries to: Adresser toutes de	mandes de rens. à :
FAX:		Amendment			CANADA	Invoices - Original and	two copies are	to be sent to:		613-	AIS-LEFORT, 1 052-2243
uties end ex	cise taxes. The Goods and Services Tax (GST) is exclu-	n Canadian funds and include applicable Canadian customs sed from unit prices. GST is extra as applicable to the unit king, packaging and are F.O.B. (including all delivery charges) provincial taxes, see the Supply Arrangement	and packing stips must do include the number tot indicated in this box bo	ii être indiqué dans us les connaissem rdereaux d'accom 102585	s toutes les factures, ents at tous les pagnement,	ISB ADMINIDEPARTMENT	envoyer forigina ISTRATI T OF JU:	nierdeux copies à : VE SERVICES STICE CANAD JEAN (957	A		
e douane ca ix unitaires	anadians et la taxe d'accisé pertinents compris. La taxe : . La TPS applicable aux prix unitaires est en sus. La TP:	ronne, tous les prix seront en monnaie canadienne, les droits sur les produits et services (TPS) n'est pas comprise dans les 6 est comprise dans le coût total estimatif. Les prix comprennen	Amendment NoNo. de la modific	ation Previou	is Value - Valeur précédente	275 SPARKS	S ST RO	OM 12006	0.02,		
es mais crem résentes. Le l'epprovision	es taxes municipales ne s'appliquent pas. En ce qui conc	us les frais de livraison) aux destinations indiquées dans les seme les taxas provinciales, voir l'Arrangement en matière	Inc./Decs Aug./Dim.	Revise	d Value - Montant Révisé	CANADA					
sont incor	porées dans las présentes.	Description		From - De Y-A M D-J	To - À Y-AMD-J	_	lo, of Days		GST%	GST Total Total TPS	Total
	Resulting Contract Clause E60ZT-120001/789/ZT			Y-AMD-J	Y-AMD-J	Code consignataire N	l* de jours	Taux/Val. limite	%TPS	Total TP\$	Total
	1. Security Requirement						}	}			
	SECURITY REQUIREMENT FOR COMMON-PS-SRCL#14	CANADIAN SUPPLIER: PWGSC FIL	LE #								
	1. The Contractor/Offer performance of the Contra	or must, at all times during act/Standing Offer/Supply Arm	g the rangement,								
dinitation :	loses - L'invitation à soumissionner prend fin le	The Vendor offers and agrees to sell and supply to services listed herein and on any attached sheets a	the Minister, upon the terms end cor it the price(s) set out therefor. Respo	nditions set out he onses to a request	rein, including the attachments for proposal by a potential su	s hereto, the supplies end optier will be considered :	" Indiquer le	of manufacture/shipping lieu de fabrication ou d' oivent êtra rendus.	g of goods or expedition d	r where service is les blens, ou encor	o be performed. e le lieu où les
	00:00:00	en offer to sell.									
- À	00:00:00	en offer to sell.  Le fournisseur offre et convient de vendre au Minist deux, énumérés dans les présentes et dans toute ar fournisseur éventual seront considérées comme de	ire, aux conditions stipulées dans le: innexe aux présentes, au ou aux prù	s présentes et dan x indiqués. Les rép	is les documents ci-joints, les t conses à une demande de prop	piens ou services, ou les position présentée per un	1 F.O.B. Poi	nt - Point FAB		nation	de ara available
n-Le me and a 112 C 346 S	ddress of Vendor - Nom et adresse du fournisseur Onsulting Corp. OMERSET ST W	en offer to sell.  Le fournisseur offre et convient de vendre au Minist daux, énumérés dans les présentes et dans toute a	tre, aux conditions stipulées dans le: innexe aux présentes, au  ou aux pri s offres de vente.	k índiqués. Les rép	s les documents ci-joints, les t onses à une demande de prop	olens au services, au les pasition présentée per ur	F.O.B. Poi Pursuant to En vertue sont dispo	c Section 32(1) of the Fi de l'article 32(1) de la lo nibles	nancial Adm i sur la gesti	inistration Act/fun on des finances p	1
ame and a n-Le n-12 C 346 S OTTAW CANAD	onsulting Corp. OMERSET ST W A ON K2P 0J9 A	en offer to sell.  Le fournisseur offre et convient de vendre au Minist deux, énumérés dans les présentes et dans toute a fournisseur éventuel seront considérées comme de:  Name and title of person authorized to sign on beha Nom at titra de la personne autorisée à signer au nu	tre, aux conditions stipulées dans les innexe aux présentes, au ou aux pris s offres de vente. alf of Vendor (type or print) om du fournisseur (en lettres moulée	k índiqués. Les rép	onses à une demande de prop	osition pr <del>ásentá</del> e <b>per</b> ur	F.O.B. Poi Pursuant ti En vertue sont dispo	o Section 32(1) of the Fide l'article 32(1) de la lo nibles	nancial Adm i sur la gesti	inistration Act/fun ion des finances pu Charles finances pu For the Minister - R	Date Date
N-Le Name and a n12 C 346 S OTTAW CANAD	ddress of Vendor - Nom et adresse du fournisseur onsulting Corp. OMERSET ST W A ON K2P 0J9	en offer to sell.  Le fournisseur offre et convient de vendre au Minist deux, énumérés dans les présentes et dans toute a fournisseur éventuel seront considérées comme de	tre, aux conditions stipulées dans le: innexe aux présentes, au  ou aux pri s offres de vente.	k indiqués. Les rép	onses à une demande de proj Telephone No N° c	osition pr <del>ásentá</del> e <b>per</b> ur	F.O.B. Poi Pursuant t En vertue sont dago Total Estin Coût globs \$	o Section 32(1) of the Fide Particle 32(1) de la lo nibles  mated Cost at estimatif  24,238.50	nancial Administrative	inistration Act/flan ion des finances pa Ch ior the Minister - R	Date Searvé au Ministre



#### Gouvernement du Canada

	Description		n-De ∫ MID-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees Nal. Limit Taux/Val. limite	GST%	GST Total Total TPS	Total
the Canadand Governous The Canadand Governous The Canadand Relations The Canadand T	lid Designated Organization Screening (I ian Industrial Security Directorate (CIS nment Services Canada (PWGSC). Contractor/Offeror personnel requiring a on, assets or sensitive work site(s) mus IABILITY STATUS, granted or approved by Contractor/Offeror MUST NOT remove any P	ccess to PROTECTED ELECTED CONTROL CON								J
Contractor of and cor 4. Subcor awarded w 5. The Cor a. Secur applicable	on or assets from the identified work sir/Offeror must ensure that its personnel mply with this restriction. Ontracts which contain security requirements thout the prior written permission of Contractor/Offeror must comply with the rity Requirements Check List and securitely, attached at Annex B; strial Security Manual (Latest Edition).	ents are NOT to be CISD/PWGSC. provisions of the: y guide (if		•						
This bid and the Department (SA) method	ent of Work solicitation is being issued for the rec nal Services of one (1) Programmer / Ana tment of Justice under the ProServices S od of supply. The work to be performed i Statement of Work.	llyst - Senior for Supply Arrangement								•
All clause date and the conditions (https://bon-clauses	rd Clauses and Conditions es and conditions identified in the Cont title are set out in the Standard Acquis s Manual buyandsell.gc.ca/policy-and-guidelines/s s-and-conditions-manual) issued by Publi t Services Canada.	ition Clauses and		-						*
2010B 201	Conditions 5-07-03, General Conditions - Profession omplexity) apply to and form part of the	al Services Contract.								
5. Term of	f Contract		-			}				
5.1 Period	d of the Contract									
The Work : September	is to be performed during the period of 30th, 2015.	August 7, 2015 to				. {				
6. Authori	ities					ł			Ì	
6.1 Contra	acting Authority					ł	Ì			
Mélanie Be Contractin	acting Authority for the Contract is: eauvais-Lefort ng and Materiel Officer t of Justice Canada									

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Government of Canada

### Gouvernement du Canada

	Description	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
Ottawa, Of Telephone:	ngton Street - EMB Room 1239 N K1A 0H8 : 613-952-2243 dress: melanie.beauvais-lefort@justice.gc.ca	a							
Contract a writing by perform we based on	acting Authority is responsible for the mana and any changes to the Contract must be auth y the Contracting Authority. The Contractor ork in excess of or outside the scope of the verbal or written requests or instructions in the Contracting Authority.	horized in must not e Contract							
6.2 Projec	ct Authority					<u> </u> 			
Danielle I Manager Information	on Solutions Branch								
275 Sparks Ottawa, On Telephone	of Justice Canada s Street ntario K1A 0H8 : 613-355-2430 dress: danielle.holden@justice.gc.ca				}         .				
The Project agency for and is responded to the content of discussed Authority the Work.	ct Authority is the representative of the der whom the Work is being carried out under to sponsible for all matters concerning the team of the Work under the Contract. Technical matter with the Project Authority; however the Prohas no authority to authorize changes to the Changes to the scope of the Work can only be contract amendment issued by the Contracting	the Contract chnical tters may be oject he scope of be made							
6.3 Contra	actor's Representative		}	· ·	ļ				
Ottawa ON	omerset St. West K2P 0J9 : 613-667-5903 @n12.ca							·	
7.Payment		•	•		1	<u> </u>	1	1	}
7.1 Basis	of Payment - Limitation of Expenditure								
properly : accordance expenditus	actor will be reimbursed for the costs reason incurred in the performance of the Work as one with Annex A - Statement of work to a limber of \$21,450.00. Customs duties are included Taxes are extra.	determined in itation of							
0-11 (07/2006)				<del> </del>	Requisition N	lo Demande		Page 3	of 12



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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignateire	No. of Days N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	7.1.1 Basis of Pavment - Professional Fees Resource: Per Diem rate: Level of Effort: days							·	
	For the purpose of this Contract, one (1) day of effort corresponds to 7.5 hours a day.		1	. :		1			
	7.2 Limitation of Expenditure								
	1. Canada's total liability to the Contractor under the Contract must not exceed \$21,450.00. Customs duties are included and Applicable Taxes are extra.								
	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:	-		-					:. : :
	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.				-				
	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.								
	7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. 7.4 Payment by Direct Deposit	•							
JUS 9200-1	1 (07/2006)			Ord, Off - Bur. de 19402		л. Ser. No - N° de	série .	Page 4	f 12

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Government of Canada Gouvernement du Canada

	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N°.de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.	·							
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.								
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.								·
	7.5 Discretionary Audit		Ì		1				
	The following are subject to government audit before or after payment is made:			<u> </u>					
	a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time								
	rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.					·			
	Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent								}
<del>)0-11</del>	(07/2006)			Ord Off-Bur.		An. Ser. No - N° d		Page 5	of 12



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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.								
1	7.6 Time Verification				u.				
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.			ï					
	8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.								
	Each invoice must be supported by: a. A copy of time sheets to support the time claimed		in the state of th						
	Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.					i			
	.8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices					-			~
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.			·					÷ .
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.		·						
	9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply					•			
JUS 9200-	1 (07/2006)			Ord. Off - Bur. de		Demande An. Ser. No - N° de 8855	séne	Page 6	12



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	Description	From - De Y-A M D-J	To - À Y-AMD-J	Consignee Code Code consignataire	No. of Deys N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.		·						
	10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
	11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.								
	a. the Articles of Agreement; b. the general conditions (2015-07-03) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/789/ZT								
	12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:  - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.	·							
	13. Translation of Documentation	}		}					
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.							·	
	14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any								
00-1	1 (07/2006)		<del></del>		Requisition Indeman. Yr.	lo Demande - An. Ser. No - Nº o		Page 7	of 12



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	specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed replacement; and  (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.  3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting								
	Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.								-
	15. Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.	-							i di k
	3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.  4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.								
	16. Liability								
	The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The							-	
JUS 9200-	1 (07/2006)			Ord. Off - Bur. de 19402		In. Ser. No - N° de	série	Page 8	12

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Government of Canada Gouvernement du Canada

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I de la companya de l	Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.								
:	17. Intellectual Property Infringement and Royalties					,			
	The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the								
	settlement in writing. 3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's								
	specifications); or  (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or  (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all								



#### Gouvernement du Canada

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	costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.  4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:								
	(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or		•						
	(c) take back the Work and refund any part of the Contract Price that Canada has already paid.  If the Contractor determines that none of these alternatives can					t.			
	reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do								
	so.								
	ANNEX A - STATEMENT OF WORK								
	1.Tile: Enterprise Data Management and BI Delivery								
	2. OBJECTIVE The Business Applications Division within the ISB has a requirement for professional services to provide BI systems analysis and programming to support BI Delivery. We require a Programmer/Analyst Level II resource with experience in developing and implementing business intelligence solutions which ensure effective and efficient use of enterprise data. In addition, we require expertise to support and optimize the existing technical environment, application infrastructure and current, on-going business intelligence services.	•				,		·	
	3. Scope: The scope of this contract is to bridge the contract from one vendor to another, ensure coverage on the project through the transition in support of the original SoW whose details are within this documents as well as to provide knowledge transfer to the new resource.	·							
	This initiative is responsible for applications, technical and business infrastructure for gathering, storing and providing access to subject area and integrated data from core departmental								



### Gouvernement du Canada

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systems. BI will enable better informed business decisions, improved consistency of management reporting, enhanced performance measurement capability and support to departmental planning requirements by providing application independent, integrated access to corporate data for key user groups. This will enhance self-sufficiency and improve timeliness for data collection and analysis, and information dissemination. The Enterprise Data Management and BI Delivery program are fundamental to promote								
4. Background The Information Solutions Branch (ISB) of the Department of Justice (JUS) is responsible for the management and implementation of the IM/IT program for the Department. ISB is in the process of implementing an Enterprise Data Management function which is the foundation for delivery of Business Intelligence (BI) services. BI delivery encompasses corporate data warehousing, subject area data marts, tools and support for data analysis and reporting. Requirements are documented in a BI Strategy and Roadmap which also provides strategic guidance to implement the business and technical environments to support the phased delivery of BI services to JUS.								
5. Technical Environment JUS has a well-established and supported network and application infrastructure based, for the most part, on Microsoft technology and software components.		,						
- MS Office Suite 2007 and 2013 - Sybase Power Designer Enterprise Studio v.15 - SQL Server 2008 and 2012 - SQL Server 2008 BI tools SAS 9.4 version - MS SharePoint		·						
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6. Tasks: The contractor shall perform, at minimum, the following tasks: - Provide detailed technical and project knowledge transfer to the incoming contracted resource								
- Continue to support the project in the detailed work below through the period of the contract transition: - Work collaboratively with JUS and contract resources in development of BI specifications resulting from Enterprise Data Management program of work; - Define and analyze business and/or technical requirements for BI								
<pre>delivery; - Propose solutions and develop plans, including estimated level   of effort, to carry out the plans; - Design, build and maintain Extract Transfer Load (ETL)   processes,</pre>								
- Design, build and maintain Data Warehouse (DW) database,		1		I	1	1		1



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Article	multi-dimensional cubes and BI reports;	170 M DV	17,800	CONTSIGNALATIO	re de juurs	Taux val. little	MIFS	I Drai 1 Po	
1	- Explore the structure and contents of a SAS data set and sort a		1 .		1				
i	SAS data sets Working with existing SAS data sets	j							
	<ul> <li>Working with existing SAS data sets</li> <li>Data Manipulation Techniques on SAS data set.</li> </ul>	].				•		· ·	
Ì	- Security and SAS data/reports access permission - SAS 9.4 application troubleshooting when required						] ]		
	- Verify the correctness and completeness of BI solutions by preparing test plans, sample data and performing unit and system	]					] [		
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	tests; - Support testing and data validation during BI solution								•
	development and implementation phases;	1		]					
· . [	<ul> <li>Implement system enhancements;</li> <li>Participate in ongoing technical and application support for the</li> </ul>		Į.						
	production environment;			ļ					
	- Perform full SAS environment data flow and processes documentation	ĺ							
	- Perform knowledge transfer to JUS employees.								
	7. Deliverables:						] . ]		
1	The contractor shall provide, at minimum, the following	}					{		• • •
	deliverables: - Knowledge transfer sessions and where applicable support the								
ŀ	transition of the development of the following:		1	<b> </b> i					
	o. ETL processes;		-	1					*.
	o DW data models and physical schema		1	]					
j	<pre>o DW database; o Multi-dimensional cubes;</pre>								
]	o BI pre-defined reports;	]		]					
-	o Functional and Technical design documentation;	1							
- [	o BI solution troubleshooting procedures;	Į							
	8. Reporting Requirements	1					ĺ	·	
1	The contractor shall meet with the Technical Authority on a periodic basis and submit a monthly timesheet.								
	political subjection and subjecting the subjection of the subjecti					100			
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	5.1 Period of the Contract	•							
	The Work is to be performed during the period of August 7, 2015 December 31, 2015.	to	-		-				
	All other terms and conditions remains unchanged.	-			-				
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Title - Titre

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JUS 9200-11 (07/2006)

#### Gouvernement du Canada

présentes.

#### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	Contract	X co	ontrat	ATT: PASSY, ZA 275 SPARKS ST		476)		Direct inquiries to			
	Amendment	Mo	odification	OTTAWA ON KIA CANADA	0н8				emandes de r VAIS-LEI ·952-224:	FORT, M	
pe in Canadian funds and include app coluded from unit prices. GST is extra packing, packaging and are F.O.B. (in	as applicable to the unit ncluding all delivery charges)	All invoices, s and packing s include the nu indicated in the	slips must doi être indiqué umber tous les connais	ant dans cette case dans toutes les factures, sements et tous les compagnement.	Invoices - Original and two Factures - Remplir et envoy HUMAN RESOUR	er l'original et					

À moins d'indication contraîre dans les présentes de la part de la Couronne, tous les prix seront en monnale canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière

Inc./Decs. - Aug./Dim.

Amendment No.-No. de la modification

Previous Value - Valeur précédents

Revised Value - Montant Révisé

1914758720

HUMAN RESOURCES & PROF DEV DIR DEPARTMENT OF JUSTICE CANADA ATT: PASSY, ZAHINDA (946-7476) 275 SPARKS ST ROOM 8121 OTTAWA ON KIA 0H8 CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

819-776-3787

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/405/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/405/ZT sont incorporées dans les présentes.

dans les présentes.

- Item Article		Description		From - De Y-A M D-J	To-A Y-AMD-J	Consignee Code Code consignataire	No. of Days • N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Clauses du contrat subséquer E60ZT-120001/405/ZT	nt									
	1. Exigences relatives à la EXIGENCE EN MATIÈRE DE SÉCUI DOSSIER TPSGC No COMMON-PS-	RITÉ POUR ENTREPRENEUR CA	NADIEN :							•	÷
	1.1 L'entrepreneur ou l'off pendant l'exécution du cont l'arrangement en matière d'a	rat ou de l'offre à comma approvisionnement, une at	ndes ou de testation de								
Solicitatio	n closes - L'invitation à soumissionner prend fin le	The Vendor offers and agrees to sell and supply to	the Minister, upon the terms and	conditions set out hereic	n, including the attachme	nts hereto, the supplies	and/or State po	int of manufacture/shipp	ing of goods	s or where service is to b	e performed. Jieu où les

Solicitation At - Å	i closes - L'invitation à soumissionner prend fin le 00:00:00	an offer to sell.		conditions set out herein, including the attachm sponses to a request for proposal by a potentia		State point of manufacture/shipping of Indiquer le lieu de fabrication ou d'expr services doivent être rendus.	goods or where service is lo be performed. édition des biens, ou encore le lieu où les
On - Le		Le fournisseur offre et convient de vendre deux, énumérés dans les présentes et dan fournisseur éventuel seront considérées co	is toute annexe aux présentes, au ou aux i	les présentes et dans les documents ci-joints, prix indiqués. Les réponses à une demande de	les biens ou services, ou les proposition présentée par un	Pursuant to Section 32(1) of the Finance	Destination cial Administration Act, funds are available.
NCR	address of Vendor - Nom et adresse du fournisseur ASSOCIATES ASSOCIÉ (E) S DE LA RCN	Name and title of person authorized to sign Nom et titre de la personne autorisée à sig	n on behalf of Vendor (type or print) ner au nom du fournisseur (en lettres mou	lées)		En vertue de l'article 32(1) de la loi sur sont disponibles	ria gestion des finances publiques des fonds
	130 RUE ALBERT WA ON K1P 5G4 DA	Signature	Date	Telephone No	N° de téléphone	Total Estimated Cost Coût global estimatif \$ 22,571.75	For the Morster Reserve ou Ministre
•	e: 613-234-5686  - No.du Fournisseur   Fax No No. de Télécopie	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les	You are requested to supply as indicated herein.  Nous vous demandons de fournir ce qui est précisé	Return the signed copy forthwith.  Prière de retoumer immédiatement une copie dument signée.	The Vendor hereby accepts/ac Le fournisseur reconnait par le	cknowledges this contract. es présentes qu'il a pris connaissance du	présent contrat et qu'il l'accepte.



#### Gouvernement du Canada

Item Article	Description	From - De Y-A M D-J	To-À Y-AMD√J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).  1.2 Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC.  1.3Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC.  1.4L'entrepreneur ou l'offrant doit respecter les dispositions : a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B;  b. du Manuel de la sécurité industrielle (dernière édition).								
	2. Énoncé des travaux L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".								
	3. Clauses et conditions uniformisées Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.								
	4. Conditions générales Les conditions générales 2010B (2015-07-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.			7	-				
	5. Durée du contrat								
	5.1 Période du contrat	•			l				
	Les travaux doivent être réalisés durant la période du 21 août 2015 au 31 mars 2016.								
	6. Responsables								
	6.1 Autorité contractante			:					
	L'autorité contractante pour le contrat est :			·	Byringingeringer				
	Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Ottawa (Ontario) KIA 0H8 Téléphone: 613-952-2243							-	
S 9200-1	1 (07/2006)			T .	Requisition No.			Page	· · · · · · · · · · · · · · · · · · ·
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Government of Canada

### Gouvernement du Canada

	Description .	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux(Val. limite	GST% %TPS	GST Total Total TPS	Tota
_	Courriel: melanie.beauvais-lefort@justice.gc.ca								
	L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.	·							
	6.2 Chargé de projet								
	Le chargé de projet pour le contrat est :								
	Michel Brazeau Directeur général Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) KIA OH8 Téléphone: 613-941-1867 Courriel: Michel.brazeau@justice.gc.ca								
	Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.								
	6.3 Représentant de l'entrepreneur								
	NCR Associates 130, rue Albert Ottawa Ontario K1P 5G4 Téléphone: 613 - 234-5686 Courriel: ncr.rcn@qc.aira.com							,	
	En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l'entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés: 2012-2 du Secrétariat du Conseil du Trésor du Canada.	-							
	7. Paiement			-					
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,	Description	-	From - De Y-A M D-J	Å-oT L-GMA-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit Taux/Val. timite	GST% %TPS	GST Total Total TPS	Total
7.1 Base de C0206C	e paiement - limitation des dépenses (2013-04-25	5)								
raisonnablem travaux étab ci-dessous.	eur sera remboursé pour les coûts qu'il a ment et convenablement engagés dans l'exécution blis conformément à la base de paiement mentionr jusqu'à une limitation des dépenses de 19 975.0 ouane sont inclus et les taxes applicables sont	iée 00\$. Les								1 1
7.1.1 Base o	de paiement - frais professionnels									
Ressources: Taux horaire Heure maximu		Anterestation of the state of t								
<ol> <li>La resp vertu du cor</li> </ol>	ion des dépenses consabilité totale du Canada envers l'entreprene ntrat ne doit pas dépasser la somme de 19 975.00 ouane sont inclus et les taxes applicables sont	\$. Les								
du prix des toute modifi autorisée ou de conceptio approuvés, pintégrés aux travaux ou daugmentation l'augmentati contractante contractante a. lorsque b. quatre c. dès que insuffisants	augmentation de la responsabilité totale du Can travaux découlant de tout changement de concept ication ou interprétation des travaux, ne sera u payée à l'entrepreneur, à moins que ces change on, modifications ou interprétations n'aient été par écrit, par l'autorité contractante avant d'êx travaux. L'entrepreneur n'est pas tenu d'exécu de fournir des services qui entraîneraient une n de la responsabilité totale du Canada à moins ion n'ait été autorisée par écrit par l'autorité e. L'entrepreneur doit informer, par écrit, l'au e concernant la suffisance de cette somme : e 75 p. 100 de la somme est engagée, ou (4) mois avant la date d'expiration du contrat, e l'entrepreneur juge que les fonds du contrat se s pour l'achèvement des travaux, emière de ces conditions à se présenter.	ion, de ments  tre ter des que torité								
contrat sont écrit une es présentation	'il informe l'autorité contractante que les fond t insuffisants, l'entrepreneur doit lui fournir stimation des fonds additionnels requis. La n de cette information par l'entrepreneur n'augm onsabilité du Canada à son égard.	par	The control of the co					The evitation of the control of the	·	
7.3 Modalité	és de paiement	**************************************						•		•
	ent mensuel		1						1	



#### Gouvernement du Canada

Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit TauxNet, limite	GST% %TPS	GST Total Total TPS	Total
complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si : a. une facture exacte et complète ainsi que tout autre document exigé par le contrat ont été soumis conformément aux instructions								
de facturation prévues au contrat; b. tous ces documents ont été vérifiés par le Canada; c. les travaux livrés ont été acceptés par le Canada.								
7.4. Instructions relatives à la facturation								
Les factures doivent être distribuées comme suit : a) L'original et une (1) copie doivent être envoyés à l'adresse suivante pour attestation et paiement : Carole Rice Agente principale, Finances et administration	•							
Ministère de la Justice Canada Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) KIA OH8 Téléphone: 613-293-2749 Courriel: carice@justice.gc.ca								1.
7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu : a) Le numéro du contrat tel qu'indiqué sur la première page de ce présent document b) Description du travail pour la période de paiement								
7.5 Aucune obligation de payer pour des travaux non effectués en raison de la fermeture des bureaux du gouvernement  (a) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués sans l'évacuation ou la fermeture.  (b) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève ou d'un lockout, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués s'il avait eu accès aux locaux.								
8. Attestations - Conformité Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la	·							



### Gouvernement du Canada

Description	From - De Y-A M D-J	To - A Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.	1	-					,	
9. Lois applicables Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminé par ces lois. 11. Ordre de priorité des documents En cas d'incompatibilité entre le libellé des textes énumérés da la liste, c'est le libellé du document qui apparaît en premier s' la liste qui l'emporte sur celui de tout autre document qui figur plus bas sur ladite liste. a. les articles de la convention; b. les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne) c. Annexe A, Énoncé des travaux; d. Annexe B, Liste de vérification des exigences relatives à 1 sécurité (s'il y a lieu); e. L'arrangement en matière d'approvisionnement E60ZT-120001/405/ZT f. la soumission de l'entrepreneur	ns sur ire				· ·			TURN DESCRIPTION OF THE PROPERTY OF THE PROPER
10 Fondement du titre du Canada sur les droits de propriété intellectuelle Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartiendra au Canada, pour le motifs suivants :  - lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.	s						·	
11. Traduction de la documentation L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.				And the same of th				
12. Remplacement d'individus spécifiques								i
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Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Vat. Limit Taux(Vat. limite	GST% %TPS	GST Total Total TPS	Total
1. Si des indivídus spécifiques sont identifiés da pour exécuter les travaux, l'entrepreneur doit fourr services de ces individus, sauf s'il n'est pas en me faire pour des motifs indépendants de sa volonté.  2. Si l'entrepreneur n'est pas en mesure de fourni de tout individu spécifique identifié au contrat, l'doit fournir les services d'un remplaçant qui possèc qualifications et l'expérience similaires. Le rempla satisfaire aux critères utilisés pour la sélection cl'entrepreneur et être acceptable pour le Canada. L'doit, le plus tôt possible, aviser l'autorité contra motif du remplacement de l'individu et fournir :  (a) le nom du remplaçant proposé ainsi que ses qual son expérience; et  (b) la preuve que le remplaçant proposé possède la sécurité exigée accordée par le Canada, s'il y a lie	r les esure de le r les services entrepreneur de les eçant doit de entrepreneur ectante du ifications et cote de							
L'entrepreneur ne doit en aucun cas permettre que le soient exécutés par des remplaçants non autorisés. I contractante peut ordonner qu'un remplaçant cesse d'travaux. L'entrepreneur doit alors se conformer sans ordre et retenir les services d'un autre remplaçant au paragraphe 2. Le fait que l'autorité contractante qu'un remplaçant cesse d'exécuter les travaux n'a pa de relever l'entrepreneur de son obligation de satis exigences du contrat	l'autorité exécuter les délai à cet conformément n'ordonne pas s pour effet							
13. Droit de propriété  1. Sauf disposition contraire dans le contrat, le propriété sur les travaux ou toute partie des travaux au Canada dès leur livraison et leur acceptation par compte du Canada.  2. Toutefois lorsqu'un paiement est effectué à l'e l'égard des travaux, notamment au moyen de paiements ou d'étape, le droit de propriété relié aux travaux est transféré au Canada au moment du paiement. Ce travoit de propriété ne constitue pas l'acceptation de de toute partie des travaux par le Canada ni ne relêtienterpreneur de son obligation d'exécuter les travaux par le canada ni ne relêtienterpreneur de son obligation d'exécuter les travaux par le canada ni ne relêtienterpreneur de son obligation d'exécuter les travaux par le canada ni ne relêtienterpreneur de son obligation d'exécuter les travaux par le canada ni ne relêtienterpreneur de son obligation d'exécuter les travaux par le canada ni ne relêtienterpreneur de son obligation d'exécuter les travaux par le canada ni ne relêtienterpreneur de son obligation d'exécuter les travaux par le canada ni ne relêtienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneur de son obligation d'exécuter les travaux par le canada ni ne reletienterpreneu	ntrepreneur à progressifs ainsi payés ansfert du stravaux ou sye							r K
conformément au contrat.  3. Malgré tout transfert du droit de propriété, l'est responsable de toute perte ou endommagement des toute partie des travaux jusqu'à la livraison au Can conformément au contrat. Même après la livraison, l'demeure responsable de toute perte ou endommagement l'entrepreneur ou tout sous-traitant.  4. Lorsque le droit de propriété sur les travaux o des travaux est transféré au Canada, l'entrepreneur à la demande du Canada, que ce titre est libre et qu privilège, réclamation, charge, sûreté ou servitude actes de transfert s'y rapportant et les autres docu	travaux ou ada entrepreneur causé par  u une partie doit établir, itte de tout et signer les			T V A D V V A				



#### Gouvernement du Canada

			onsignataire	N° de jours	Taux/Val. limite	%TPS	Total TPS	Total
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	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
A-12	ou dans les spécifications du fabricant); ou (c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou (d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement								,
	ou de ce logiciel: " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et								
	paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.							·	,
	4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants :  (a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreinte; ou (b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat;					·			
	(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée.  Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en #uvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreinte(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-ci a engagés pour obtenir ce droit.					·		<b>*</b> €,	
	ANNEXE A - ÉNONCÉ DES TRAVAUX (EDT)								
1	1. TITRE Dotation des postes de direction et Services d'évaluation du leadership								
	2. OBJECTIFS Effectuer une évaluation du leadership et fournir des services de								



#### Gouvernement du Canada

Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal, Limit TauxNal, limite	GST% %TPS	GST Total Total TPS	Total
dotation pour plusieurs postes de direction clés au sein de la Dírection générale des ressources humaines							,	
3. ÉNONCÉ CONTEXTUEL À la suite des départs récents et en vue des départs à la retraite à venir, bon nombre de postes clés au sein de la DGRH sont vacants ou vont l'être prochainement. Il est impératif que ces postes soient dotés rapidement et, par conséquent, les services d'un consultant externe sont requis pour effectuer ce travail en collaboration avec le DG de la Direction générale des ressources humaines.								
4. PORTÉE  A) Identifier les processus de dotation au sein des autres organisations pour lesquels des bassins de candidats ont été créés, et communiquer avec ces ministères pour déterminer la disponibilité des candidats de ces bassins.  B) Communiquer avec les personnes identifiées pour vérifier leur intérêt et leur disponibilité.  C) Élaborer une liste finale de candidats.  D) Consulter le DG au sujet des exigences essentielles et développer des outils d'évaluation.  E) Veiller à ce que toute la documentation à l'appui des décisions de dotation soit élaborée conformément à la Loi sur l'emploi dans la fonction publique (LEFP) et au Règlement sur l'emploi dans la fonction publique (REFP).								
5. TÂCHES / SERVICES DÉTAILLÉS A) La recherche préliminaire et l'analyse de la disponibilité des réserves de candidats et/ou candidates pour des postes particuliers B) Le recrutement et l'examen préliminaire des candidats et/ou candidates potentiels afin de créer une liste des candidats ou candidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates potentiels, au besoin D) L'élaboration d'un questionnaire afin d'obtenir des références de candidats et/ou candidates avant la nomination E) Prise de références structurés afin de valider le cheminement de carrière, l'historique de rendement antérieur, les compétences, les habiletés démontrés et s'il y a lieu les écarts F) Du soutien aux membres du comité de sélection, en cas de contestation du résultat du processus de sélection G) La préparation des dossiers de dotation en conformité avec les actes et règlements relatifs aux dotations.				- Annual				
6. PRODUITS LIVRABLES ET CRITÈRES D'ACCEPTATION							r manadalphalain	
Tous les services seront offerts dans la RCN. Le consultant sera	1			· ·	1	1	-	



#### Gouvernement du Canada

## Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	. Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux(Val. limite	GST% %TPS	GST Total Total TPS	Total
	chargé de chaque processus individuel, et des échéances pour chacun d'eux seront fixées avec le DG de la Direction générale des ressources humaines.								
	L'entrepreneur fournira ce qui suit au DG: - une liste finale des candidats potentiels qui satisfont à l'ensemble des critères/compétences convenus découlant des consultations menées auprès des autres ministères, des examens des bassins existants, etc.;	I							
	<ul> <li>un modèle d'outil d'évaluation qui satisfait aux exigences de nouvelles compétences clés en leadership;</li> <li>un questionnaire de référence provisoire, aux fins d'approbation;</li> <li>des questionnaires de référence remplis en fonction des</li> </ul>						·		
	résultats des contacts pris avec les références fournies par les candidats;  - du soutien pour le processus d'entrevue;  - la documentation requise à l'appui des décisions de dotation prises pour le dossier de nomination.								
And a second	ANNEXE B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)								
00010	Prise de références	2015.08.21	2016.03.31	19147			13%	2,596.75	22,571.75
	Financial Codes Amount Codage financier Montant 0130-19051-153750 -4060 19,975.00								* <b>:</b> *
	The currency of this P.O. is - La devise de ce bon est : CAD								
***************************************				·					
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Requisition No. - Demande

Ord. Off - Bur. deman. Yr. - An. Ser. No - N° de série

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From - Ded	ETU, TRAIAN		Date of solicitation - D	Date de l'invitation	à soumissionner		Accounting Office Code Gode du bureau comptable	Ord. Off - Sur.	deman. Yr.			Pege 1	of 11				
NATIO	NAL CAPITAL REGION N DE CAPITALE NATIONALE	,	Clauses (1) and (2) belo Les dauses 1 et 2 ci-de:	ow will form part of	f this;		19278 Description	1927	18 1	5 896	3	Inspection Agency -	Chargé de l'inspection				
284 W	ELLINGTON ST A ON KIA 0H8	•	Request for p		Demande de s	mposilion	YOUTH JUSTIC DEPARTMENT O ATT: NATHALI	F JUSTICE ( E LEGAULT (	613-954-			Consignee at dostination unless apedited herein.	Destinataire au point de destination souf se indiqué di-bas.				
PHONE FAX:	: 613-301-9709		Amendment		Modification		1462 360 ALB OTTAWA ON K		TH FLOOR			Olrect inquiries to. Advesser toutes de COCO 613-	emandos do rens. à: NETU, TRAIAN 301-9709				
duties and e prices. GST destination( A mains d'in de douane de prix unitaires les frais d'en	wise industed herein by the Crown, oil prices or a traite laters. The Goods and Sonvices Tar (GST) is included in the total estimated cost, Prices loss includes its total estimated cost. Prices loss includes a proposition of the traited in the second proposition of the prices are not applicable in the proposition of the trace discussion periments compress, to a TPS appetuble as up for unitables are not supplied to a TPS appetuble as up for unitables are not unitables are for use. It adding set the conditionment et son FAB (y compared to the proposition of the prices are not unitables are for use. It also shows the face of the prices are not unitables are for use. It also shows the face of the prices are not unitables are for use. It also shows the prices are not unitable as the prices are not unitable as the prices are not unitable as the prices are not unitable as the prices are not used to the prices are not unitable as the prices are not used to the	cocluded from unit pribos. GST is, for practing packaging and see F.Q det for provincial lases, see the Su- la Couronne, tous les prix ±eront e trute sur les produits et services (1 a. TPS est comprise dans le coût it.	entia as applicible to the co.  J.B. (including all delivery couply Arrangement,  upply Arrangement,  un monnaise canadierme, tel  TPS) n'est pes comprise de  totel estimatif, Les pris com  destimation; indicules da	stome and pa unit indicat charges) indicat indicat indicat indicat indicat indicat	Iment NoNo. de la	1927858	revious Value - Valeur précèder	YOUTH J DEPARTM ATT: NA 1462 36	USTICE & ENT OF J THALIE I	JUSTICE CANA LEGAULT 613- F ST 14TH F	954-3						
dapprovisio	subment.	CORRECTIONES LIEVES PROVINCIONES.	Ada status delimini del min	ngement en nuttere Inc./Decs Aug./Dim. Revised Value - Montant Révise							•						
Les cond	and Conditions set out in SSC Supply Arrangeme Bioms figurent dans l'Arrangement en matière d'app pordes dans les présentes,						et Sorvices Gouvernementuus (				GSTW WIPS	GST Total ·	Total				
70100	CONTRACT DOCCUMENTS The following document	s shall form pa	rt of this c	ontract:		7-4-910	J 14M0-J	Code consignataire	N° de jours	(Merva), prate	airs	10/11/19/5					
	1) The ProServices Sup included all clauses t	ply Arrangement erms and condit	Number E602 ions.	T-120001	/150/2T,												
ļ	2) The Vendor Submissi Consultant- level 3''	on entitled ''O dated August 14,	rganizationa ,2015.	1 Develo	pment												
	3) The Annexes of the	Contract.															
	oses - L'invitation à sounlesionner prend lin le 00:00:00	The Vendor offers services listed he an offer to sell,	s and agrees to sell and surely and on any attached :	upply to the Minist sheets at the price	er, upon the terms :(s) set out therefor	and conditions set o . Responses to a rec	ut herein, including the attachm quest for proposal by a potential	ents horeto, the supplier supplier will be conside	s and/or State po Indique: service:	pist of manufacture/shipp of le lieu de fabrication ou s dolvent être sendus.	ing of goods	or where service is to des blens, ou encore	o be performed. a le licu où los				
On - La		Le tournisseur affi deux énsumérés a fournisseur éneral	re et convient de vendre a dans les présentes et dent	nu frinciste, sur, co s toute onnexe sur onne des diffes de	ndicions siguiées d présentes, au ou d	fans los présentes e aux prix indiqués. Lo	t dans les documents déjoints, le s réponses à une domende de s	es blens au sorvices, cu proposition présentée pa	F.08.6	Point - Point FAB		tination					
ALTIS 300-1 OTTAW CANAD	02 BANK ST A ON K1P 5N4				2015 613 Telephone No N	G	En verti sort dis PR	ni to Socion 32(1) of the bord of Particle 32(1) do in portions in the last of	Sature 1	For the Myletter Ace	- One						
	: 613-230-5393				Date		i elepriorie mo, « n	do te eprione	HIIIII.	,,	- 1	Thouse	va 200 110 301112				

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	CONTRACT CLAUSES								
	The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).								
	The following clauses and conditions apply to and form part of the present contract: $ \begin{tabular}{ll} \hline \end{tabular} $								
1	1 Security Requirements								
	The following security requirements (SRCL and related clauses) apply and form part of the Contract.		-						
	1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2								
	1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).								
	2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.								
	<ol> <li>Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</li> </ol>			. :					
Ì	4. The Contractor/Offeror must comply with the provisions of the:					,			
	a.Security Requirements Check List, attached at Annex A; b.Industrial Security Manual (Latest Edition).							•	
-	2 Statement of Work								
	This Contract is being issued for the requirement of Professional Services of one (1) Organizational Development Consultant- level 3 for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements below the NAFTA threshold (including taxes, travel and living, amendments, etc.).	-							
-	The work to be performed is detailed under Annex "A" Statement of Work.							•,	
	3 Standard Clauses and Conditions							-,	
	All clauses and conditions identified in the Contract by number,			•					
US 9200-1	All clauses and conditions identified in the Contract by number, (077006)			Ord. Off - Bur; d		An, Ser. No - N° de		Page 2	



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	Description	From - De Y-A M D-J	A-OT Lamay	Consignee Code Code consignataire	No of Days N° de jours	Fees (Val. Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
	date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.	**							
;	3.1 General Conditions								
	2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
	Term of Contract								
1	1.1 Period of the Contract								
1	The Work is to be performed during the period of Contract award so September 28,2015.	•							
	5 Authorities ' ' ' '		٠.						
!	.1 Contracting Authority			]					
1	The Contracting Authority for the Contract is:	•							
1 3	Contact Name: Traian Coconetu Celephone: 613-301-9709 E-mail address: traian.coconetu@justice.gc.ca				-	٠			,
	Department Name and Address: Justice Canada 184 Weilington Street Utawa, Ontario (1A OH8 Canada								
7000	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not verform work in excess of or outside the scope of the Contract assed on verbal or written requests or instructions from anybody other than the Contracting Authority.	,							
	.2 Project Authority								
7	he Project Authority for the Contract is:								
1	ontact Name: Claire Farid elephone: (613) 948-3477 -mail address: claire.farid@justice.gc.ca			*					
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s.19(1) s.20(1)(c)

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	Description	From - De Y-A M O-J	Å-oT L-GMA-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taxx/Val. Limite	GST% %TPS	GST Total . Total TPS	Tolss
Department Justice Can 360 Albert Ottawa, Ont KIA OH8 Canada	Street						•	•	
agency for and is resp content of discussed w Authority h	Authority is the representative of the depart whom the Work is being carried out under the Consible for all matters concerning the technic the Work under the Contract. Technical matters with the Project Authority; however the Project as no authority to authorize changes to the schanges to the schanges to the schanges to the schanges to the Sontract amendment issued by the Contracting Authority	ontract al may be							
5.3 Contra	ctor's Representative		1.						ĺ
The Contrac	tor's Representative for the Contract is:	Annual Control of Cont							
Contact Nam Telephone: E-mail addr	e: (613) 230-5350 : ess:								
Altis Profe	n Name and Address: ssional Recruitement reet, 4th floor ario							*	-
6 Paymen	t								
6.1 Basis	of Payment- Firm Unit Price								
1 46 344 4613	ation of the Contractor satisfactorily complet gations under the Contract, the Contractor wil price, as specified below. Customs duties are ble Taxes are extra.	1 ha maid !							
	not pay the Contractor for any design changes ns or interpretations of the Work, unless they ed, in writing, by the Contracting Authority b poration into the Work.	1							
6.2 Basis	of Payment- Professional Fees								
Resource 1: Per Diem Ra Level of Ef					:				
-11 (07/2006)					Regulation No	- Demande		Page	ef 11

#### s.19(1) s.20(1)(c)

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	Description	From - De Y-A M D-J	A - oT L-GMA-Y	Consignee Codo Code consignataire	No. of Days Nº de jours	Feas Nai, Limis TauxVal, limite	GST% %TPS	GST Total Total TPS	Total
	Resource 2: Per Diem Rate. Level of Effort: up to a maximum of days.								
and the state of t	For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be provated to reflect the actual time worked	·	All glasses and a state of the						officered and the second secon
	6.3 Authorized Travel and Living Expenses							•	
	Canada will not pay any travel or living expenses associated with performing the Work.								
	6.4 Limitation of Expenditure								
	<ol> <li>Canada's total liability to the Contractor under the Contract must not exceed \$ 21,802.50. Customs duties are include and Applicable Taxes are extra.</li> </ol>								
	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.	-	-	The Principle of the Pr					manasas varity by descript which the first des
	The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:  a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.								
	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.				nen alaşın görün iye, e da da daş çen görü				
	7 Method of Payment								
	7.1 Terms of Payment-Single Payment								
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	Description	From - De Y-A M D-J	A-67 L-DMA-Y	Consignos Code Code consignataire	No. of Days N° de jours	Fors Mai. Limit Teur/Vel, braite	GST% %TPS	GST Total Total TPS	Total
1	Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:								
	a.an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;								or representative and analysis of the supplementary
	b.all such documents have been verified by Canada;								
	c.the Work delivered has been accepted by Canada.		·						
	7.2 Payment by Direct Deposit								
	Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.								
***************************************	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.								
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.		. ,	-					
	8 Accounts and Audit								
	1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.								
	2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual								
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	Description	From - De Y-A M D-J	Á-OT LAMA-Y	Consignee Code Code consignateire	No, of Days N° de jours	Fees Nat Limit TauxVal. limite	GST% %TFS	GST Total Total TPS	Total
	performing any part of the Work.								
	3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								
and the second s	4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.			-					
	9 Time Verification .				1				
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								
	10 Invoicing Instructions			-	İ				
	The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.								10 (H) (H) (H) (H) (H) (H) (H) (H) (H) (H)
	Each invoice must be supported by: a. A copy of time sheets to support the time claimed								
	Invoices must be distributed as follows:  a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.	to super supermining and districts.	-						
	11 No Responsibility to Pay for Work not performed due to Closure of Government Offices								
	(a) Where the Contractor, its employees, subcontractors, or agents				-				
111	07/2006)	•		Ord, O# - Bur, de	Requisition No.	- Demando n. Ser. No - Nº de		Page 7	g 11

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	Description	From - De V-AMO-J	To · Å · d.	Consignee Code Code consignataire	₹10. of Days †1° de jours	Foos Mai, Limit Taux/Vai, limite	G\$T% %TPS	GST Total Total TPS	Tớisi
	are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
1	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	12 .Certifications Compliance								
	The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.	-	,		•			·	
	13 Applicable Laws								•
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.	•	-						
-	14 Priority of Documents								
	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.					-			
	(a) the Articles of Agreement; (b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity); (c) Annex A, Statement of Work; (d) Annex B, Security Requirements Check List; (e) Supply Arrangement Number E602T-120001/150/2T; and (f) the Contractor's bid dated August 14,2015.								
	15 Translation of Documentation				-				•
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the								
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Description		From - De U-M M-Y	Å-oT LOMA-Y	Consignee Code Code consignalaire	No. of Days N° de jours	Fees Val. Limit TausVal. Imite	GST% %TPS	GST Total Total TPS	Total
Contractor that does not belong to Car acknowledges that Canada owns the tran no obligation to provide any translati agrees that any translation must inclu- any proprietary right notice that was acknowledges that the Contractor is no technical errors or other problems the the translation.	slation and that it is under on to the Contractor. Canada de any copyright notice and part of the original. Canada t responsible for any								
16 Replacement of Specific Individua	ls ·								
l. If specific individuals are ident perform the Work, the Contractor must those individuals unless the Contractor reasons beyond its control.	provide the services of								· Andrews of the state of the s
2. If the Contractor is unable to pr specific individual identified in the replacement with similar qualification replacement must meet the criteria use Contractor and be acceptable to Canada soon as possible, give notice to the C reason for replacing the individual an	Contract, it must provide a s and experience. The d in the selection of the . The Contractor must, as ontracting Authority of the						,		
<ul><li>(a) the name, qualifications and expereplacement; and</li><li>(b) proof that the proposed replacement clearance granted by Canada, if applications</li></ul>	nt has the required security								The state of
3. The Contractor must not, in any e the Work by unauthorized replacement p Authority may order that a replacement In such a case, the Contractor must im order and secure a further replacement subsection 2. The fact that the Contractor that a replacement stop performing the Contractor from its responsibility the Contract	ersons. The Contracting stop performing the Work. mediately comply with the in accordance with cting Authority does not not the Work does not relieve								
17 Liability					1				
The Contractor is liable for any damag its employees, subcontractors, or agen party.	e caused by the Contractor, ts to Canada or any third					•			
Canada is liable for any damage caused agents to the Contractor or any third that no limitation of liability or ind the Contract unless it is specifically in the Articles of Agreement.	party. The Parties agree emnity provision applies to							·	
11 (07/2006)				Ord. Off - Bur. d 19278		n Ser. No - Nº de		Page 9	oi 11



Gouvernement du Canada

, ]	Description		From - De Y-A M Q-J	A-of Lanay	Consignee Gode Code consignataire	No. of Days N° de jours	Fees Net, Limit Taux/Val, Finite	GST% %TPS	GST Total Total TPS	Total
	Damage includes any injury to persons (including injury resul in death) or loss of or damage to property (including real property) caused as a result of or during the performance of Contract.									
	18 Intellectual Property Infringement and Royalties									
	<ol> <li>The Contractor represents and warrants that, to the best its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using t work, and that Canada will have no obligation to pay royaltie any kind to anyone in connection with the Work.</li> </ol>	he								
1	<ol> <li>If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties re to the Work, that Party agrees to notify the other Party in writing immediately.</li> </ol>	lated					;			
	If anyone brings a claim against Canada, according to Departm of Justice Act, R.S., 1985, c. J-2, the Attorney General of C must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim.	anada.								
	In either case, the Contractor agrees to participate fully in defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties a not to settle any claim unless the other Party first approves settlement in writing.	e oree		٠.			٠			
	3. The Contractor has no obligation regarding claims that we only made because:	re								
1	(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work with following a requirement of the Contract; or	nout								
	(b) Canada used the Work or part of the Work with a product the Contractor did not supply under the Contract (unless that is described in the Contract or the manufacturer's specifications); or	hat use								
1	(c) the Contractor used equipment, drawings, specifications of other information supplied to the Contractor by Canada (or by someone authorized by Canada); or	r			,					
	(d) the Contractor used a specific item of equipment or softw that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies in Contractor has included the following language in its own contractor	f the								
-11 (	07/7006)				Ord, Off - Bur, de	Requisition No.			Page 10	11

#### s.20(1)(c)

Government of Canada

Gouvernement du Canada

	Description	From - De Y-A M. D-J	A-of U-AMD-J	Consignee Code Gode consignataire	No. of Days N° de jours	Fees Mai, Limit Taux/Val, limite	GST%	GST Total Total TPS	Total
acki Gove soft prop [Con and cost inf: Con it	the supplier of that equipment or software: "[Supplier name] nowledges that the purchased items will be used by the exament of Canada. If a third party claims that equipment or tware supplied under this contract infringes any intellectual party right, [supplier name], if requested to do so by either naractor name] or Canada, will defend both [Contractor name] canada against that claim at its own expense and will pay all ts, damages and legal fees payable as a result of that ringement." Obtaining this protection from the supplier is the tractor's responsibility and, if the Contractor does not do so, will be responsible to Canada for the claim.  If anyone claims that, as a result of the Work, the Contractor								
Cont	Canada is infringing its intellectual property rights, the tractor must immediately do one of the following: take whatever steps are necessary to allow Canada to continue use the allogodly infringing part of the Work; or								
infi	modify or replace the Work to avoid intellectual property ringement, while ensuring that the Work continues to meet all requirements of the Contract; or					-		•	
(c)	take back the Work and refund any part of the Contract Price t Canada has already paid.					-			
reas thes eith	the Contractor determines that none of these alternatives can sonably be achieved, or if the Contractor fails to take any of seteps within a reasonable amount of time, Canada may choose her to require the Contractor to do {c}, or to take whatever are necessary to acquire the rights to use the allegedly ringing part(s) of the Work itself, in which case the tractor must reimburse Canada for all the costs it incurs to do		-				normen arrere majertenjajajajajajajajajajajajajajajajajajaja		
LIS	T OF ANNEXES (See documents attached)								
2) /	ANNEX "A"- STATEMENT OF WORK ANNEX "B"- SECURITY REQUIREMENTS CHECK LIST ANNEX "C" -RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST Y				,				
Organ	nizational Structure/Classification	2015.07.29	2015.09.27	19278		3	13%	2,834.33	24,636
C	inancial Codes Amount odage financiar Montant 0130-74000-153750 -1100 21,802.50								
	he currency of this P.O. is - La devise de ce bon est : CAD								
0-11 (07/2006					Recuestion No	- Domonde		Page 11 9	11

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	E: 613-301-9709	:	Centreci Amendatori		Contrel  X Modification		1462 OTTAI	360 ALBE	LEGAULT 6 RT ST 14T A OH8		14.31		Brect inquiries to Adresser touties of	emanner de rans. é ; NETU TRAINE 301-9709
A moins d's de douene pris unicent	months indicated herein by the Crown, at prices on a entities larms. The Cooks and Services Tay (CCT) is entitled larms. The Cooks and Services Tay (CCT) is 1 and used to your spatianted consist (1) specified herein, which takes a services of the consistency of the cooks of the cooks of the consistency of the cooks of the cooks of the consistency of the cooks of the cooks of the Cooks of the cooks of the cooks of the cooks of the Cooks of the cooks of the cooks of Cooks of the cooks of the cooks of the cooks of Cooks of the cooks of the cooks of Cooks of the cooks of the cooks of Cooks of the cooks of the cooks of Cooks of the cooks of Cooks of the cooks of Cooks of the cooks of C	entantee from smil prices, icis i a le packung, parkaging urd sme P.Q. Agi for provencial terres, ene fina Br take sur les produtts et services (i a TPS est comprue dans la calin pre taul les fina de virtement laux	erta at apparative to the 1,4 fyzichteng alle delivery 1999; Arrangement on monnele standienne, t TPS) of nit bes comprise c stat i delenial. Les pris ch I destanders i indiment	cherges)	White he was a series of the s		ocompagnene 3963 resous Valur	CESE IS TEICLUSES, Up for	YOUTH JU DEPARTME ATT: NAT	STICE & INT OF J HALIE L ALBERT	USTICE CAN EGAULT 613 ST 14TH	-954-3		
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	The following line item Los articles en caracto Amendment 001													
	This amendment is rais until December 31, 201	ed in order to s 5 without incre	extend the pase the val	period	of contract Contract.									
ŀ	In order to do so,													
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Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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Signature

*	Government of Canada	Gouvernement du Canada		Arranger	ment en ma	Su atière d'app	pply Arranger rovisionneme	ment Solicitation Int relatif aux in	n/Contract vitations à so	oumissionner et	aux con	trats	
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NATIO	NAL CAPITAL REGION ON DE CAPITALE NATIONALE		Clauses (1) and (2) below will form Les clauses 1 et 2 ci-dessous font	n part of this: t partie du document de :		Destination	19147	1914	7 15	872	5		Chargé de l'inspection
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	DA C: 613-952-2243		Contract	X Contrat		275 8		ROOM 8121	946-7476) L			Direct inquiries to: Adresser toules de	mandes de rens. à :
FAX:			Amendment	Modification	la cumien fi	CANA			al and him assiss			BEAU	AIS-LEFORT, M 52-2243
Unless other	erwise indicated herein by the Crown, all prices are to excise taxes. The Goods and Services Tax (GST) is It is included in the total estimated cost. Prices includ-	be in Canadian funds and inclusexcluded from unit prices. GST is	de applicable Canadian customs s extra as applicable to the unit	All invoices, shipping bills and packing slips must include the number indicated in this box	doi être indiq tous les conn	gurant dans cette qué dans toutes le naissements et to d'accompagneme	es factures, ous les			are to be sent to: inal et deux copies à : & PROF DE\	7 DTD		
destination	(s) specified herein; municipal taxes are not applicable	le; for provincial taxes, see the S	Supply Arrangement.		91475			DEPARTM	ENT OF J	USTICE CANA INDA (946-	ADA		
À moins d'i de douane	ndication contraire dans les présentes de la part de la canadiens et la taxe d'accise pertinents compris, La l ss. La TPS applicable aux prix unitaires est en sus. La	a Couronne, tous les prix seront laxe sur les produits et services a TPS est comprise dans le cou	en monnaie canadienne, les droits (TPS) n'est pas comprise dans les	Amendment NoNo. de la mo	odification	Previous Value	- Valeur précédente	275 SPA	RKS ST R	OOM 8121	7410)		
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Le "Mini 2. The ten Les con	nister" means the Minister of Justice Canada a stre" désigne le Ministre de Justice Canada et ns and Conditions set out in SSC Supply Arrangemen ditions figurant dans l'Arrangement en malière d'appr orporées dans les présentes.	toute autre personne désignée p at Serial No. E60ZT-12000°	pour le remplacer. 1/841/ZT between the Vendor and								ΣT		
Ilem Article		Description	·	•	From - Y-A M I		To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
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Solicitation At - Å	closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offe services listed han offer to sell.	ers and agrees to sell and supply to the erein and on any attached sheets at the	e Minister, upon the terms and he price(s) set out therefor. Re	conditions set esponses to a re	out herein, included	ding the attachmen sat by a potential so	ts hereto, the supplies upplier will be consider	Indiquer	nt of manufacture/shipp le lieu de fabrication ou doivent être rendus,	ing of good d'expéditio	s or where service is to n des biens, ou encore	be performed. le lieu où les
On - Le		Le fournisseur deux, énumérés	offre et convient de vendre au Ministre s dans les présentes et dans toute ann niuel seront considérées comme des c	, aux conditions stipulées dans nexe aux présentes, au ou aux p	s les présentes prix indiqués. L	et dans les docu .es réponses à u	iments ci-joints, les ne demande de pro	biens ou services, ou position présentée pa	les frun F.O.B. Po	oint - Point FAB	Des	stination	

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles Name and address of Vendor - Nom et adresse du fournisseur Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées) EXCELLENCE RHR CONSULTATION INC. 50 RUE DES MONTAGNAIS GATINEAU QC J9J 1G2 Total Estimated Cost Cout global estimatif CANADA \$ 21,696.00 Phone: 819-778-7946 Signature Date Telephone No. - N° de téléphone The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte. Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les You are requested to supply as indicated herein. Return the signed copy forthwith. Nous vous demandons de fournir ce qui est précisé dans les présentes. Prière de retourner immédiatement une copie dûment signée. Vendor No.- No.du Fournisseur Fax No.- No. de Télécopie

présentes.

819-778-3978

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JUS 9200-11 (07/2006)



#### Gouvernement du Canada

	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignalaire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
p T 1 d e v 1	érification d'organisation désignée (VOD) en vigueur, délivrée ar la Direction de la sécurité industrielle canadienne (DSIC) de ravaux publics et Services gouvernementaux Canada (TPSGC).  2 Les membres du personnel de l'entrepreneur ou de l'offrant evant avoir accès à des établissements de travail dont l'accès st réglementé doivent TOUS détenir une cote de FIABILITÉ en igueur, délivrée ou approuvée par la DSIC de TPSGC.  3 Les contrats de sous-traitance comportant des exigences elatives à la sécurité NE DOIVENT PAS être attribués sans 'autorisation écrite préalable de la DSIC de TPSGC.				-	-			
1	.4 L'entrepreneur ou l'offrant doit respecter les dispositions :			THE PARTY COM					
S	de la Liste de vérification des exigences relatives à la écurité et directive de sécurité (s'il y a lieu), reproduite i-joint à l'Annexe B; du Manuel de la sécurité industrielle (dernière édition).								
2 L d	. Énoncé des travaux 'entrepreneur doit exécuter les travaux conformément à l'énoncé es travaux qui se trouve à l'annexe " A ".								
T u	. Clauses et conditions uniformisées outes les clauses et conditions identifiées dans le contrat par n numéro, une date et un titre, sont reproduites dans le Guide es clauses et conditions uniformisées d'achat publié par Travaux ublics et Services gouvernementaux Canada.						* ALEXANDER PROCESSOR TO THE STATE OF THE ST		
I s	. Conditions générales es conditions générales 2010B (2015-09-03) conditions générales - ervices professionnels (complexité moyenne) s'appliquent au ontrat et en font partie intégrante.		-						
5	. Durée du contrat			,					
5	.1 Période du contrat								
	es travaux doivent être réalisés durant la période du 4 septembre 015 au 31 mars 2016.		eriteraturateur etwa esteraturateur etwa ester						
6	. Responsables		And Antonian Property						
6	.1 Autorité contractante	•					.		
L	'autorité contractante pour le contrat est :								
A	élanie Beauvais-Lefort gente des contrats inistère de la Justice Canada 84, rue Wellington								
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(0 1 1 ) 7/17 000		Y-A M D-J	Y-AMD-J	Code consignataire	N° de jours	Taux/Val. limite	%TPS	Total TPS	Total
et toute modification do l'autorité contractante. travaux dépassant la por pas prévus suite à des de	is-lefort@justice.gc.ca est responsable de la gestion du contrat it être autorisée, par écrit, par L'entrepreneur ne doit pas effectuer de tée du contrat ou des travaux qui n'y sont emandes ou des instructions verbales ou e autre que l'autorité contractante.				·				
6.2 Chargé de projet									
Le chargé de projet pour	le contrat est :								
Michel Brazeau Directeur général Direction générale des re 275, rue Sparks Ottawa (Ontario) KIA OHE Téléphone: 613-941-1867 Courriel: Michel.brazeau	3								<del>.</del> :
lequel les travaux sont e responsable de toutes les travaux prévus dans le ce techniques avec le charge pas autoriser les changes De tels changements peuv	ésente le ministère ou l'organisme pour exécutés en vertu du contrat. Il est s questions liées au contenu technique des ontrat. On peut discuter des questions é de projet; cependant, celuí-ci ne peut ments à apporter à l'énoncé des travaux. ent être effectués uniquement au moyen ntrat émise par l'autorité contractante.								÷
6.3 Représentant de l'en	trepreneur							·	
Excellence RHR Consulation 50, rue des Montagnais Gatineau (Québec) J9J 10 Téléphone : 819-778-7946 Courriel :	32								
fonctionnaire touchant un pension de la fonction pu que cette information som ministères, dans le cadre des marchés, et ce, confe	rmation sur son statut en tant qu'ancien ne pension en vertu de la Loi sur la ublique (LPFP), l'entrepreneur a accepté it publiée sur les sites Web des e des rapports de divulgation proactive ormément à l'Avis sur la Politique des étariat du Conseil du Trésor du Canada.								
7.Paiement					Requisition No.				

s.19(1) s.20(1)(c)

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	Description .	From - De Y-A M D-J	Á-oT L-OMA-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal, Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
	7.1 Base de paiement - limitation des dépenses (2011-05-16) C0206C								
	L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 200.00 \$ Les droits de douane sont inclus et les taxes applicables sont en sus.					· ·			· ·
	7.1.1 Base de paiement - frais professionnels				-			•	
WWW	Ressource: Taux horaire : heures Heure maximum à effectuer : heures				•	, ,			. ' -
	7.2 Limitation des dépenses 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus. 2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être								
	intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme :  a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. dès que l'entrepreneur juge que les fonds du contrat sont								
	insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.  3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.						THE T STATE OF THE		
-	7.3 Modalités de paiement								
	7.3.1 Paiement mensuel Le Canada paiera l'entrepreneur chaque mois pour les travaux complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si :	TACATION AND AND AND AND AND AND AND AND AND AN							
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	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	a. une facture exacte et complète ainsi que tout autre document exigé par le contrat ont été soumis conformément aux instructions de facturation prévues au contrat; b. tous ces documents ont été vérifiés par le Canada; c. les travaux livrés ont été acceptés par le Canada.								
	7.4. Instructions relatives à la facturation								
	Les factures doivent être distribuées comme suit :							•	
	a) L'original et une (1) copie doivent être envoyés à l'adresse suivante pour attestation et paiement :								
	Carole Rice Agente principale, Finances et administration Ministère de la Justice Canada Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A OH8 Téléphone: 613-293-2749 Courriel: carice@justice.gc.ca								
	7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu : a) Le numéro du contrat tel qu'indiqué sur la première page de ce présent document b) Description du travail pour la période de paiement								
	7.5 Aucune obligation de payer pour des travaux non effectués en raison de la fermeture des bureaux du gouvernement								*
	(a) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués sans l'évacuation ou la fermeture.							• • •	
	(b) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève ou d'un lockout, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués s'il avait eu accès aux locaux.								
1	8. Attestations - Conformité Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et					a positive de la constante de			



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	. Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.								
	9. Lois applicables Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois. 11. Ordre de priorité des documents En cas d'incompatibilité entre le libellé des textes énumérés dans		-						
	la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.  a. les articles de la convention;  b. les conditions générales 2010B (2015-09-03) conditions générales - services professionnels (complexité moyenne)  c. Annexe A, Énoncé des travaux;								
	d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu); e. L'arrangement en matière d'approvisionnement E60ZT-120001/841/ZT f. la soumission de l'entrepreneur en date du 4 septembre 2015  10. Fondement du titre du Canada sur les droits de propriété				er en en en en en en en en en en en en en		Andread of the control of the contro		Palament of the property of the state of the
the teaching of the teaching o	intellectuelle Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartiendra au Canada, pour les motifs suivants :  - lorsque le matériel créé ou concu se compose de matériel								
	protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.								
	11. Traduction de la documentation L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que								
	toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.								
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1. S. des individues spécifiques ont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individue, sauf s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté.  de tout individue spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les quelifications et l'expérience similaires. Le remplaçant doit su l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus ôté possèble, siver l'autorité contractante du motif du remplacement de l'individue tournir :  doit, le plus ôté possèble, sviser l'autorité contractante du motif du remplacement de l'individue tournir :  son expérience, me l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus ôté possèble, sviser l'autorité contractante du motif du remplacement de l'individue tournir :  (b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a leu.  soient évéqué socrdée par le Canada, s'il y a leu.  soient évéqué socrdée par le Canada, s'il y a leu.  soient évéqué socrdée par le Canada, s'il y a leu.  soient évéqué soudonner qu'un remplaçant cesse d'éxecuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux n'e pas pour effet de relever l'entrepreneur de leur acceptable de l'autorité contractante n'enconne pas qu'un remplaçant cesse d'exécuter les travaux n'e pas pour effet de relever l'entrepreneur de leur acceptation de satisfaire aux exigences du contrat  13. Droit de propriété  13. Droit de propriété l'autorité contractante n'en opour le compte du Canada.  2 Toutefois lorsqu'un paiement est effectué à l'entrepreneur four d'exécuter les travaux ou d'étape, le droit de propriété relé aux travaux ainsi payés est transféré au canada au mom	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. Ilmite	GST% %TPS	GST Total Total TPS	Total
Services de ces individus, saif s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté. Min les services de tout individus spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de didit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :  (a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu. L'entrepreneur doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante du soient exécutés par des remplaçants non autorisés. L'autorité contractant en cet exécutés par des remplaçants non autorisés. L'autorité contractant en cet exécutés par des remplaçants non autorisés. L'autorité contractant en cet exécutés par des remplaçants en conformer sans idélai à cet ordre et retenir les services d'un autre remplaçant conforment au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet exéquence de sécuter les travaux n'a pas pour effet exéquence de l'autorité contractante n'ordonne pas qu'un remplaçant contraire dans le contrat, le droit de propriété aur les travaux ou toute partie des travaux appartient au Canada dès leur l'uraison et leur acceptation de satisfaire aux de l'autorité contractant en contractant en contractant en contractant en contractant des leur componités en leur acceptation de satisfaire aux de l'autorité contractant en contractant des travaux ainsi payés est transféré au Canada au moment du paiement ce transféré du droit de propriété relé aux travaux ainsi payés est transféré au Canada un moment du paiement ce transféré au Canada au moment du paiement ce transaux ou de toute partie des travaux par le Canada in n	1. Si des individus spécifiques sont identifiés dans le contrat		Wanging or any of the same of						
2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individus spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les de l'entrepreneur de l'entrepreneur de l'entrepreneur de l'entrepreneur de l'entrepreneur de l'entrepreneur de l'entrepreneur de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur de l'entrepreneur de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur de les de l'entrepreneur de les une de l'entrepreneur de les des de l'entrepreneur de les des des de les des des des des des des des des des d	services de ces individus, sauf s'il n'est pas en mesure de le								
qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur de l'interpreneur et être acceptable pour le Canada. L'entrepreneur du canada de le nom du remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu sécurité exigée accordée par le Canada, s'il y a lieu ravaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat de se relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat et au canada dès leur livraison et leur acceptation par ou pour le compte du Canada.  2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notament au moyen de paiements progressifs ou d'étage, le droit de propriété ellé aux travaux ainsi, payés de l'entrepreneur de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux pur le Canada ni ne relève l'entrepreneur des on obligation d'exécuter les travaux conformément au contrat. Sem après la livraison des travaux ou toute partie des travaux pusqu'al la livraison de canada conformément au contrat. Sem après la livraison les travaux ou toute partie des travaux pusqu'al la livraison au Canada conformément au contrat. Sem après la livraison l'entrepreneur des travaux de conformément au contrat. Sem après la livraison l'entrepreneur des travaux conformément au contrat. Sem après la livraison l'entrepreneur des conserver des condende du Canada, l'entrepreneur doit établir, à l	2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur		-						
doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir:  (a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et  (b) la preuve que cerdée par le Canada, s'il y a lieu.  L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesses d'exécuter les travaux. L'entrepreneur ne dit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesses d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat  13. Droit de propriété  13. Souf dissposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.  2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étage, le droit de propriété relié aux travaux ainsi payés est transfere, au têma de moment du paiement. Ce transfert du de toute partie des travaux par le Canada ni ne relève une de transfert du de toute partie des travaux par le Canada ni ne relève conformément au contrat.  3. Malgré tout transfert du droit de propriété, l'entrepreneur de set responsable de toute perte ou endommagement des travaux ou toute partie des travaux lusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur de des travaux et transféré au Canada, l'entrepreneur de set ravaux est transféré au Canada, l'entrepreneur de set travaux est transféré au canada, l'entrepreneur de	qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de								
son expérience; et (b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu. L'entrepeneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cosse d'exécuté cet cortractante peut ordonner qu'un remplaçant conses d'exécuté a cet cortre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat  13. Droit de propriété 1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.  1 'égard des travaux, notamment au moyen de paiements propressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada nin er relève l'entrepreneur de son obligation d'exécuter les travaux conformément au contrat.  3. Malgré tout transfert du droit de propriété, l'entrepreneur est responsable de toute perte ou endommagement des travaux ou toute partie des travaux lusqu'à la livraison au Canada conformément au contrat. Béme après la livraison, l'entrepreneur de leur perceur ou tout sous-traitant.  4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la deamade du Canada, que ce titre est alivraite de tout	doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :								
Sécurité exigée accordée par le Canada, s'il y a lieu. L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre el retenir les services d'un autre remplaçant conformément au un remplaçant cesse d'exécuter les travaux et a l'accompany au un remplaçant cesse d'exécuter les travaux et a l'accompany exigences du contrat  13. Droit de propriété 1. Sand disposition contraire dans le contrat, le droit de proprièté sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada. 2. Toutefois l'accompany un paiement est effectué à l'entrepreneur à 1. Sou d'etape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada nin re relève l'entrepreneur de son obligation d'exécuter les travaux ou toute partie des travaux par le Canada nin re relève est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. 3. Malgré tout transfert du droit de propriété, l'entrepreneur demeure responsable de toute perte ou endommagement causé par 1 de Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre et libre et quitte de tout	son expérience; et								
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#### Gouvernement du Canada

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	actes de transfert s'y rapportant et les autres documents nécessaires pour parfaire le titre qu'exige le Canada.									
	14. Responsabilité									
	L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses ac Canada ou à tout tiers. Le Canada est responsable de tout causé par lui-même, ses employés, ses agents à l'entreprer tout tiers. Les parties conviennent qu'aucune disposition à la limitation de la responsabilité ou à des indemnités r s'applique au contrat à moins d'être reproduite entièrement les articles de convention. Les dommages comprennent les les ausées à des personnes (y compris les blessures entraînar décès) ou la perte ou l'endommagement de biens (y compris biens immobiliers) causés par ou durant l'exécution du company de la comp	dommage neur ou à relative ne dans plessures nt le les								
	15. Atteinte aux droits de propriété intellectuelle et red l. L'entrepreneur déclare et garantit qu'au meilleur de connaissance, ni lui ni le Canada ne portera atteinte aux de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Carn'aura aucune obligation de verser quelque redevance que quiconque en ce qui touche les travaux.  2. Si quelqu'un présente une réclamation contre le Canada l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'au partie par écrit. En cas de réclamation contre le Canada, procureur général du Canada, en vertu de la Loi sur le mir de la Justice, L.R., 1985, ch. J-2, sera chargé des intéré Canada dans tout litige où le Canada est partie, mais il réclamation. Dans l'un ou l'autre des cas, l'entrepreneur de participer pleinement à la défense et à la négociation règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation réglement du règlement. Les deux parties convient ne régler aucune réclamation avant que l'autre partie n'ai d'abord approuvé le règlement par écrit.	sa droits hada he soit à la ou la la la la la la la la la la la la la		•						
	3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que : (a) le Canada a modifié les travaux ou une partie des travaux en le consentement de l'entrepreneur ou il a utilisé les travaux en partie des travaux sans se conformer à l'une des exigentes des travaux sans se conformer à l'une des exigentes des travaux sans se conformer à l'une des exigentes des travaux sans se conformer à l'une des exigentes des travaux sans se conformer à l'une des exigentes des travaux sans se conformer à l'une des exigentes de l'entrepreneur se l'estre de l'e	raux ou								. ,
	contrat; ou  (b) le Canada a utilisé les travaux ou une partie des tra un produit qui n'a pas été fourni par l'entrepreneur en ve contrat (à moins que l'utilisation ne soit décrite dans le ou dans les spécifications du fabricant); ou	vaux avec	1							
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#### Gouvernement du Canada

n de	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val, Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
	(c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou (d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.  4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants :  (a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreinte; ou (b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant					7		-	
	à ce que les travaux respectent toujours les exigences du contrat; ou (c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée.  Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en #uvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreinte(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-cì a engagés pour obtenir ce droit.  ANNEX A - ÉNONCÉ DES TRAVAUX (EDT)		-						
	1. INTRODUCTION La direction générale des ressources humaines de Justice Canada requiert les services d'un consultant chevronné dans le domaine de la gestion des ressources humaines stratégiques et opérationnelles pour fournir d'avis et conseils pour le directeur général et son équipe de gestion.  2. MANDAT ET EXIGENCES				And the control of th				
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Gouvernement du Canada

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	La direction générale des ressources humaines offre des services stratégiques et opérationnels au sous-ministre de Justice Canada et aux membres du comité exécutif du ministère pour l'ensemble des opérations ministérielles.				-				
	2.1. EXIGENCES Le DG RH a un besoin immédiat d'un consultant chevronné bilingue ayant des compétences qui combinent une connaissance et expérience approfondie de la gestion des ressources humaines.							•	
	Le consultant assistera le DG RH et son équipe de gestion pour fournir des avis et conseils dans la résolution de dossiers stratégiques et opérationnels, dans l'établissement d'une culture organisationnelle axée sur le service et l'amélioration de la performance organisationnelle afin d'atteindre les résultats de la direction générale des ressources humaines afin de desservir à la fois le quartier général et les bureaux régionaux d'une façon cohérente et offrant des services de même qualité pour l'ensemble des clients.								
	3. CONTENU DU TRAVAIL Le travail aura pour objet: 1. La prestation d'avis et conseils stratégiques et opérationnels en matière de gestion des ressources humaines. 2. La prestation d'avis et conseils en matière de gestion de la direction générale des ressources humaines. 3. La prestation d'avis et conseils ainsi que la facilitation de retraite ou comité de gestion.								
•	4. LIEU DE TRAVAIL Le travail se fera principalement à Ottawa, Ontario.						aparaga.aa.a		
·	5. LANGUE DE TRAVAIL Le consultant devra fournir les services dans les deux langues officielles auprès du DG RH et de son équipe de gestion. Les documents pourront être fournis soit en français et/ ou en anglais.								
	ANNEX B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)								•
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Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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À moins d' de douane prix unitair les frais d' présentes.	rerwise indicated herein by the Crown, all prices are excise taxes. The Goods and Services Tax (GST) is included in the total estimated cost. Prices including is specified herein; municipal taxes are not applicate indication contraire dans les présentes de la part de canadiens et le taxe d'accise pertinents compris. Le ex. Le TPS applicable aux prix unitaires est en sus emballage et de conditionnement et sont FAB (y con Les taxes municipales ne s'appliquent pas. En ce q ionnement.	de packing, packaging and are F.O ble; for provincial taxes, see the Sul ta Couronne, tous les prix seront et taxe sur les produits et services (T La TPS est comprise dans le coût piris tous les frais de livraison) aux piris tous les frais de livraison) aux	.B. (including all delivery charges) pply Arrangement. n monnaie canadienne, les droits PS) n'est pas comprise dans les tals estimatif. Les prix comprenner destinations indiquées dans les	Amendment NoNo. de la mod	tous les con bordereaux	ligurant dans cettle case qué dans toutes les factures, naissaments et tous les d'accompagnement.  9386  Previous Value - Valeur précéders value - Montant Révise d'August Previous Value - Montant Révis	CORPORA DEPARTM ATT: RA 284 WEI OTTAWA CANADA	TE PLANI ENT OF		ADA		
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Item Article		Description			From - Y-A M		Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat, Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Cla E60ZT-120001/332/ZT	uses										
	1. Security Requiremen	it	·									4 ci.
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	<ol> <li>The Contractor/Of performance of the Cor</li> </ol>	feror must, at a tract/Standing (	ll times during Offer/Supply Arr	the angement,								
Solicitation At - A	n closes - L'invitation à soumissionner prend fin le 00:00:00	services listed her an offer to sell.	and agrees to sell and supply to trein and on any attached sheets at	the price(s) set out therefor. Res	sponses to a r	request for proposal by a potent	ial supplier will be conside	service	bint of manufacture/shipp r le lieu de fabrication ou s doivent être rendus,	ing of goods d'expédition	or where service is to b des blens, ou encore le	e performed. Iiau où les
On - Le		Le fournisseur offi deux, énumérés d fournisseur éventu	e et convient de vendre au Ministr ans les présentes et dans toute ar Jel seront considérées comme des	e, aux conditions stipulées dans mexe aux présentes, au ou aux p offres de vente.	les présentes prix indiqués, l	s et dans les documents ci-joints Les réponses à une demande d	, les biens ou services, ou e proposition présentée pa	1	Point - Point FAB		ination	
CACH	address of Vendor - Nom et adresse du fournisseur E CONSULTING CORPO275 SLATER ST	Name and title of Nom et titre de la	person authorized to sign on beha personne autorisée à signer au no	if of Vendor (type or print) m du fournisseur (en lettres mou	ilées)			Sontals	nt to Section 32(1) of the ue de l'article 32(1) de la ponibles	3000	onlie	Date
CANA	WA ON K1P 5H9 DA e: 613-563-2579	*	Signature	Date		Telephone No.	- N° de téléphone	Court git	stimated Cost obal estimatif \$ 24,992.78	1.	For the Mirrister - Réser	Samman Ministre
Vendor No	o No.du Fournisseur Fax No No. de Télécop	extent spe Votre offre conditions	is accepted to the cified herein. est acceptée aux exposées dans les	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Priër	un the signed copy forthwith, re de retourner immédiatement copie dument signée.	The Vendor hereby ac Le fournisseur reconna	cepts/acknowledg uit par les présent	ges this contract. les qu'il a pris connaissa	nce du prései		
JUS 9200-	814 613-563- 11 (07/2006)	2579		GENERAL PROSERVES.	· · · · · · · · · · · · · · · · · · ·		\ <u>\</u>	Signature			Title -	Titre 0001



## Gouvernement du Canada

m icle	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limité	GST% %TPS	GST Total Total TPS	Total
	hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).  2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.  3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made								
	aware of and comply with this restriction.  4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.  5. The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List  b. Industrial Security Manual (Latest Edition).	f							
	2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of two (2) ERP Functional Analyst - Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.				-		Andreas de la contraction de l	·	
	3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
•	4.General Conditions 2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.				-				
	5. Term of Contract								
	5.1 Period of the Contract	•							
	The Work is to be performed during the period of November 4th, 2015 to March 31, 2016.								
	6. Authorities						4		
	6.1 Contracting Authority				A STATE OF THE STA				
	The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer								
)200-	1 (07/2006)		100.000 100 100 100 100 100 100 100 100	Ord. Off - Bur. de		n. Ser. No - N° de		Page 2	of 11

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28 Ot	partment of Justice Canada 4 Wellington Street - EMB Room 1257 tawa, ON K1A 0H8 Lephone: 613-952-2243 mail address: melanie.beauvais-lefort@justice.gc.ca								
Co wr pe	ne Contracting Authority is responsible for the management of the intract and any changes to the Contract must be authorized in titing by the Contracting Authority. The Contractor must not erform work in excess of or outside the scope of the Contract used on verbal or written requests or instructions from anybody ther than the Contracting Authority.								
6.	2 Project Authority		•		·				
Cl Ma	me Project Authority for the Contract is: audie Besner inager inance and Planning Branch								
De 28 Ot	translation of Justice Canada  4 Wellington Street tawa, Ontario K1A 0H8 elephone: 613-290-0181 mail address: claudie.besner@justice.gc.ca				٠.				
ag an co di Au	the Project Authority is the representative of the department or ency for whom the Work is being carried out under the Contract of the Work is being carried out under the Contract of the Work under the Contract. Technical matters may be scussed with the Project Authority; however the Project of the Work. Changes to the scope of the Work can only be made though a contract amendment issued by the Contracting Authority.								
6.	3 Contractor's Representative							,	
15 Ot	che Consulting 02-275 Slater Street tawa, Ontario KlP 5H9 lephone: 613-563-2579 ail: @cacheconsulting.ca								
7.	Payment :								
7.	1 Basis of Payment - Limitation of Expenditure								
	1.1 Basis of Pavment - Professional Fees sources:								

#### Gouvernement du Canada

	Description	From - De Y-A M D-J	Á - oT L-D M A-Y	Consignee Code Code consignataire	No, of Days N° de jours	Fees Nal, Limit TauxVal, limite	GST% %TPS	GST Total Total TPS	Total
	Per Diem Rate: Level of Effort: up to a maximum of days (Distribution to be determined)					*		*	
	7.2 Limitation of Expenditure								
	1. Canada's total liability to the Contractor under the Contract must not exceed \$22,117.50. Customs duties are included and Applicable Taxes are extra.		narita assista di managaman di						,
	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:					·		·	
	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.			-	-				
***************************************	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.							·	
	7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.		·						
-	7.4 Payment by Direct Deposit								
TANGEST AND AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY.	Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.			100			STANDARD BARRATA		
200-	Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods			Ord. Off - Bur. de 19399		n. Ser. No - N° de	série	Page 4	



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	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.	·							
, the second second second second second second second second second second second second second second second	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.								
	7.5 Discretionary Audit								
	The following are subject to government audit before or after payment is made:		-						
	a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.  Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.								
0-11	(07/2006)		All Park Strangers		Requisition No.	<u>-</u>		Page	,



### Gouvernement du Canada

	Description		rom - De -A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit TauxNal. limite	GST% %TPS	GST Total Total TPS	Total
7.6 Time	Verification							-		
system an	rged and the accuracy of the Contractor's time record re subject to verification by Canada, before or after as made to the Contractor. If verification is done at the Contractor must repay any overpayment, at Canada	fter	-							
The Conti	ing Instructions cactor must submit invoices in accordance with the se "Invoice Submission" of the general conditions. Invoice submitted until all work identified in the invoice d.	oices i				-				
Each invo	pice must be supported by:  y of time sheets to support the time claimed	oli valda prada de se de se se se se se se se se se se se se se				e de de de de de de de de de de de de de				
la. The or	must be distributed as follows: riginal and one (1) copy must be forwarded to the ade page 1 of the Contract for certification and payment	dress								
8.1 No Re	esponsibility to Pay for Work not performed due to Comment Offices	losure								
are provi	re the Contractor, its employees, subcontractors, or iding services on government premises under the Contractors are inaccessible because of the evacuation of government offices, and as a result no work is d, Canada is not responsible for paying the Contractor otherwise would have been performed if there had been or closure.	or for				The state of the s				
its employernments as not resorted otherwise	as a result of any strike or lock-out, the Contractoryees, subcontractors or agents cannot obtain access not premises and, as a result, no work is performed, desponsible for paying the Contractor for work that a would have been performed if the Contractor had been performed in the Contractor had been performed in access to the premises.	canada		,						
The cont Contract associat Certific entire p with any informat	fications - Compliance inuous compliance with the certifications provided by or in its bid and the ongoing cooperation in providing ed information are conditions of the Contract. ations are subject to verification by Canada during eriod of the Contract. If the Contractor does not con- certification, fails to provide the associated ion, or if it is determined that any certification may ractor in its bid is untrue, whether made knowingly of gly, Canada has the right, pursuant to the default n of the Contract, to terminate the Contract for defa-	the mply ade by								
1-11 (07/2006)					Ord. Off - Bur. de	Requisition No.			<sup>'age</sup> 6	of 11



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10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.  11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.  a. the Articles of Agreement; b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/332/ZT e. The Contractor's bid  12. Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:  - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.  13. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and					. 1
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any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.					
14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:					



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m cle	Description		From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No, of Days N° de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
·	(a) the name, qualifications and experience placement; and (b) proof that the proposed replacement clearance granted by Canada, if applicab 3. The Contractor must not, in any even the Work by unauthorized replacement per Authority may order that a replacement s In such a case, the Contractor must imme order and secure a further replacement is subsection 2. The fact that the Contractor der that a replacement stop performing the Contractor from its responsibility the Contract.  15. Ownership 1. Unless provided otherwise in the Contract of the Work belongs to Canada after by or on behalf of Canada. 2. However if any payment is made to the count of any Work, either by way of propayments, that work paid for by Canada be payment being made. This transfer of own acceptance by Canada of the Work or any not relieve the Contractor of its obligation accordance with the Contract. 3. Despite any transfer of ownership, responsible for any loss or damage to the Work until it is delivered to Canada in Contract. Even after delivery, the Contractor any loss or damage to any part of the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work Canada, the Contractor must, if requestion to the Canada's satisfaction that the title claims, liens, attachments, charges or e Contractor must execute any conveyances necessary to perfect the title that Canada in contractor must execute any conveyances necessary to perfect the title that Canada in contractor must execute any conveyances necessary to perfect the title that Canada in contractor must execute any conveyances necessary to perfect the title that Canada in contractor must execute any conveyances necessary to perfect the title that Canada necessary to perfect the title that Canada necessary to perfect the title that Canada necessary to perfect the title that Canada necessary to perfect the title that Canada necessary to perfect the title that Canada necessary to perfect the title that Canada necessary to perfect the title that Canada necessary to perfect the title	has the required security le. It, allow performance of sons. The Contracting top performing the Work. diately comply with the n accordance with ing Authority does not the Work does not relieve o meet the requirements of  Intract, the Work or any delivery and acceptance The Contractor for or on the contractor for or on the contractor for or on the contractor for or on the contractor for or on the contractor for or on the contractor for or on the contractor is the Work and does the Contractor is the Work or any part of the the accordance with the the contractor is the Work caused by the  The contractor is the work or any part of the work the contractor is the work or any part of the work the contractor is the work caused by the  The contractor is the work caused by the  The contractor is the work or any part of the work the contractor is the work caused by the								
	16. Liability The Contractor is liable for any damage its employees, subcontractors, or agents party. Canada is liable for any damage cemployees or agents to the Contractor or Parties agree that no limitation of liab provision applies to the Contract unless incorporated in full text in the Article includes any injury to persons (includin death) or loss of or damage to property caused as a result of or during the perf	to Canada or any third aused by Canada, its any third party. The ility or indemnity it is specifically s of Agreement. Damage								
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	17. Intellectual Property Infringement and Royalties								
	1. The Contractor represents and warrants that, to the best of								
	its knowledge, neither it nor Canada will infringe any third								
	party's intellectual property rights in performing or using the					•			
1	Work, and that Canada will have no obligation to pay royalties of				i				
	any kind to anyone in connection with the Work.								1
	2. If anyone makes a claim against Canada or the Contractor								
	concerning intellectual property infringement or royalties related								1
1	to the Work, that Party agrees to notify the other Party in								
	writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the								İ
	Attorney General of Canada must have the regulation and conduct of								
	all litigation for or against Canada, but the Attorney General may								
	request that the Contractor defend Canada against the claim. In								1.
	either case, the Contractor agrees to participate fully in the								
1	defence and any settlement negotiations and to pay all costs,				1				1
	damages and legal costs incurred or payable as a result of the								
	claim, including the amount of any settlement. Both Parties agree								
1	not to settle any claim unless the other Party first approves the				1				
	settlement in writing.  3. The Contractor has no obligation regarding claims that were				1				,
	only made because:				İ				
	(a) Canada modified the Work or part of the Work without the								
	Contractor's consent or used the Work or part of the Work without					:			
	following a requirement of the Contract; or								
	(b) Canada used the Work or part of the Work with a product that				I				
1	the Contractor did not supply under the Contract (unless that use		•						
ŀ	is described in the Contract or the manufacturer's				}		1	•	
	specifications); or (c) the Contractor used equipment, drawings, specifications or		•		ŀ				
	other information supplied to the Contractor by Canada (or by				-				1
	someone authorized by Canada); or								
	(d) the Contractor used a specific item of equipment or software						1		
	that it obtained because of specific instructions from the	1					[		
	Contracting Authority; however, this exception only applies if the		•			İ			
	Contractor has included the following language in its own contract								
	with the supplier of that equipment or software: "[Supplier name]					,			
	acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or				1		ŀ	•	ł
	software supplied under this contract infringes any intellectual			]					
	property right, [supplier name], if requested to do so by either				1		1		
1	[Contractor name] or Canada, will defend both [Contractor name]			•					
	and Canada against that claim at its own expense and will pay all		٠.		1				
	costs, damages and legal fees payable as a result of that				`				
	infringement." Obtaining this protection from the supplier is the			]	1				
1	Contractor's responsibility and, if the Contractor does not do so,	1			1				
	it will be responsible to Canada for the claim. 4. If anyone claims that, as a result of the Work, the Contractor	Ì							Ì
	or Canada is infringing its intellectual property rights, the	-							
	Contractor must immediately do one of the following:				1				1
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	(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid.  If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose	·							
	either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.					,		Political	
	ANNEX A - STATEMENT OF WORK								
	1. Title ERP Functional Analysts Level 3 - Funds Management Module (SAP)								
	2. OBJECTIVE Assessment, redesign and configuration of FM Module for the Department of Justice				-				
	3 Scope: The scope of the work will include the AVC Derivation Strategy for Control Objects (FMAVCDERIAO), the Derivation strategy for budget accounts (FMDERIBO), and the derivation strategy for FM document entries (FMDERIVE).								
	4. Tasks: Conduct a review of the current steps within the AVC strategy. Propose alternatives for how to configure AVC and configure and test a new AVC strategy. We require a strategy that would allow for efficient updates of control points for various funds. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.					·			
	In order to ensure system effectiveness, a review of both the derivation strategy for budget account assignments (FMDERIBO) and the derivation strategy for FM document entries (FMDERIVE) would also be required. This would be crucial in order to examine system interdependencies and efficiency.								
	Provide recommendations on improvements to FMDERIBO and FMDERIVE strategies and reconfigure where necessary. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.	_	·						
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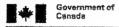
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	5. Deliverables: - Assessment, options and recommendations of all three FM strategies starting with AVC Configuration and testing to be completed by March 31st for new fiscal year starting April 1st, 2016		•						
	6. Access to Client's Premises and Systems / Access Restrictions Will be given access premises and SAP system including all landscapes								
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	1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISB), Public Works and Government Services Canada (PWGSC).  2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.  3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.  4. The Contractor/Offeror must comply with the provisions of the: a) Security Requirements Check List and security guide (if applicable)  b) Industrial Security Manual (Latest Edition).	-								***************************************
	6.2 Statement of Work	,						•	An and an analysis of the	
and the state of t	This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the Proservices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.)					•			on the charter of process of the pro	
	The work to be performed is detailed under Appendix "A" Statement of Work.			-						
	6.3 Standard Clauses and Conditions		į		a dia					
-	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.	og Plansy og diggrede littere vanamens	Stable of the control	Yes direct constitutions of the second secon					Annie Spriede, dryma 's magnieri (de annie	
	6.3.1 General Conditions									
	2010B ( 2015-03-09 ), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.									
	6.4 Term of Contract									
1	6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2017.			And a second sec	Sec. L					
	6.5 Authorities									
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6.5.1 Cont: The Contract	racting Authority ting Authority for the Contract is:								
284 Wellingt Ottawa, Onta KIA 0H8 Telephone:	anagement Officer ton Street		Acres stally developed the second stally		The state of the s		AMAMAMA A A A A A A A A A A A A A A A A		
writing by t perform work based on ver	ing Authority is responsible for the man lany changes to the Contract must be authority. The Contractor in excess of or outside the scope of the bal or written requests or instructions the Contracting Authority.	horized in must not	And the state of t		erije Vermi anaman memenerije an se		ereniye angele ekilen ere ekilen ere ekilen ere ekilen ere ekilen ere ekilen ere ekilen ere ekilen ere ekilen e		
6.5.2 Tech The Technica	nical Authority I Authority for the contract is:	TO THE PARTY OF TH	44.44		An Anthonis and An Anna Anna Anna Anna Anna Anna An				
Ottawa, Onta KIA OH8 Telephone :	et, lith Floor	e e e e e e e e e e e e e e e e e e e			ellen i naye i nyun aqesuda um den mayong a n				
agency for wand is respondent of the discussed wind the Work. Character has been supported to the work. Character has been supported to the work.	Anthority is the representative of the whom the Work is being carried out under to make the work is being carried out under to the work under the Contract. Technical make the Work under the Contract. Technical the the Technical Authority; however the is no authority to authorize changes to the anges to the scope of the Work can only to entract amendment issued by the Contracting	the Contract chnical cters may be Project ne scope of			designation of the second second second second second second second second second second second second second	•		e de la companya de l	
6.6 Proacti	ve Disclosure of Contracts with Former Pu	blic Servants	**************************************	P A dissipation of the state of	l				
Superannuati this informa of the publi	information on its status, with respect c servant in receipt of a Public Service on Act (PSSA) pension, the Contractor has tion will be reported on departmental webshed proactive disclosure reports, in acc Policy Notice: 2012-2 of the Treasury Boa of Canada.	s agreed that sites as part							
6.7 Payment		The state of the s			Į.			İ	
6.7.1 Basis	of Payment								

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Payment for the work performed by Julie Francisco the following basis:	shall be made on							
All inclusive hourly rate: Up to a maximum of hours for the period endi- 2016 and up to a maximum of hours for the pe March 31, 2017	ng March 31, riod ending	derrok taken der stemmen derenten er senten						
6.8.2 Authorized Travel and Triving Expenses Canada will not pay any travel or living expenses performing the Work.	associated with							
6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under to not exceed \$13,222.09. Customs duties are included Taxes are extra.	he Contract must and Applicable	des to A de seus de limite construción de seus de la construción de seus de la construción de la construción de	TOTAL CONTRACTOR OF THE CONTRA				•	
No increase in the total liability of Canada or in the Work resulting from any design changes, modific interpretations of the Work, will be authorized or Contractor unless these design changes, modification interpretations have been approved, in writing, by Authority before their incorporation into the Work must not perform any work or provide any service their Canada's total liability being exceeded before written approval of the Contracting Authority. The notify the Contracting Authority in writing as to this sum:  a. when it is 75 percent committed, or b. four (4) months before the contract expiry date c. as soon as the Contractor considers that the corprovided are inadequate for the completion of the whichever comes first.	cations or paid to the cons or the Contracting The Contractor that would result obtaining the Contractor must the adequacy of the contractor must the adequacy of the contract funds							
If the notification is for inadequate contract fun- Contractor must provide to the Contracting Authori- estimate for the additional funds required. Provis- information by the Contractor does not increase Ca- liability.	ty a written ion of such			Age of a desired design of property of the second				
6.9 Method of Payment	1							
6.9.1: Monthly Payment Canada will pay the Contractor on a monthly basis: performed during the month covered by the invoice: with the payment provisions of the Contract if: a) an accurate and complete invoice and any other required by the Contract have been submitted in ac the invoicing instructions provided in the Contract b) all such documents have been verified by Canada	in accordance c documents cordance with t;			explain of a gib a manifer personal desse question had a		a pyginaliinaatii saassaniji) spranjar spjag aja delemata		
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C	the Work performed has been accepted by Canada.								
6	.9.2 Payment by Direct Deposit								
f T T P. C	Payments by direct deposit will be subject to Article 16 - Payment deriod and Article 17 - Interest on Overdue Accounts, set out in 1035 General Conditions - Higher Complexity, Services (2014-09-25) corming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the decipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.			da Africa da mara para apor some esse mara mayor.					
i Rostop o	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their tecipient Electronic Payment Registration Request Form is up to late. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Rayment Period and Article 17 - Interest on Overdue Accounts, set not in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.					-			
6	5.10 Accounts and Audit								
	1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain accords, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.  2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.  3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copics and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								
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the state of the s	4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.  6.11 Time Verification					Table Val. of Miles	and the state of t	tour in	
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.	The second secon	-	*		-			
	6.12 Invoicing Instructions								
AND THE PARTY MADE IN THE PARTY OF THE PARTY OF THE PARTY WAS AND THE PARTY.	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.  b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.  c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.  d. The Contractor must provide the original and an electronic copy of each invoice to the following adress:  Nadane Gravelle - Administrative Coordinator  99 Bank Street, 11th Ploor - Room 1177c  Ottawa, Ontario								
	Electronic copy to: nadine.gravelle@justice.gc.ca	ĺ	1 1 1 1						
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.		And Administration and the Management of the Control of the Contro		e manifest en femanes de	the Popy management of the Popy management of			
	6.13 Applicable Laws	nondry granitary g			uning diggs				
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario	vije veginas praside vi a na a	ne Allere fermanent de la constante de la cons				Miles agreement delphilians of Prince	,	
	6.14 Priority of Documents								
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	If there is a discrepancy between the wording of any document that appear on the list, the wording of the document that fir appears on the list has priority over the wording of any document that subsequently appears on the list.  (a) the Articles of Agracment;  (b) the general conditions 2010B (2015-03-09);  (c) Annex A, Statement of Work;  (d) Supply Arrangement Number E60ZT-120001/257/ZT (the "Supp Arrangement"); and  (e) the Contractor's bid dated October 16, 2015	rst ument								
ĺ	6.15 Translation of Documentation									
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is no obligation to provide any translation to the Contractor. Cagrees that any translation must include any copyright notice any proprietary right notice that was part of the original. Cacknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result the translation.	under Canada e and Canada								
	6.16 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Bork, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of a specific individual identified in the Contract, it must provide placement with similar qualifications and experience. The replacement must meet the criteria used in the selection of Contractor and be acceptable to Canada. The Contractor must, soon as possible, give notice to the Contractor Authority of reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed	or  any ide a  the as if the								
Control of the late of the lat	replacement; and (b) proof that the proposed replacement has the required secclearance granted by Canada, if applicable.  3. The Contractor must not, in any event, allow performance the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work in such a case, the Contractor must immediately comply with corder and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not rethe Contractor from its responsibility to meet the requirement the Contract	e of gork. the cot celieve								
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Supply Arrangement Solicitation/Contract
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-	6.17 Ownership	From - De Y-A-M D-J	70-Å Y-A & D-J	Consignes Code Code consignataire	Na. of Days Na de jours	Fees Not. Limit Teuxinal thrita	GST%	GST Total	Total
	1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.  2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.  3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.  4. Upon transfer of ownership to the Work or any part of the Work Conada, the Contractor must, if requested by Canada, establish to Canada, the Contractor must, if requested by Canada, establish to Canada satisfaction that the title is free and clear of all claims, lices, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.		-						
	6.18 Government of Canada Web Standards								
	Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites. public facing web applications of the Government of Canada. for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.  The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.  In addition, the Work must comply with the standards and quidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise								
	G.19 Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)								
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+	caused as a result of or during the performance of the Contract.			<del>                                     </del>					1
	caused as a result of or during the performance of the Contract.  6.20 Intellectual Property Infringement and Royalties  1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Farties agree not to settle any claim unless the other Party first approves the settlement in writing.  2. The Contractor has no obligation regarding Claims that were only made because:  (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or  (b) Canada used the Work or part of the Farties that use is described in the Contract or the manufacturer's specifications; or other information supplied to the Contractor by Canada (or by comeone authorized by Canada); or  (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by comeone authorized by Canada); or  (d) the Contractor used a specific instructions from the Contrac								
	Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.  1. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the								
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	Contractor must immediately do one of the following:  (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or  (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or  (c) take back the Work and refund any part of the Contract Price that Canada has already paid.  If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
	ANNEX "A": STATEMENT OF WORK		Manager and the same and the sa						
	1.1 TITLE Coaching and Facilitation Services								
the control of the same terminal termin	1.2 OBJECTIVES  The need is for an Organizational and Development Specialist and Certified Organization and Relationship Systems Coach, and a certified Lumina Learning practitioner, with recent experience working in the federal public service and extensive experience in successfully delivering coaching to both groups and individuals, and in using the Lumina Leader and Lumina Spark tools to support organizational change, transition management and team building.								
The state of the s	1.3 BACKGROUND  The Internal Audit Services (IAS) of Justice Canada have experienced a high number of changes in the past year and the desire is to assist senior management with transition management, organizational change and team building to restore and to support a collaborative work culture within the Internal Audit Services Team.  1.4 SCOPE  The Chief Audit Executive (CAE) is requesting coaching for her								
	direct reports, including two new directors who will be in place shortly, group coaching and team building for the entire IAS staff including management and where requested by the CAE a psychometric assessment to help identified staff become more self-aware of their own communication and work style and how it impacts the team.								
	1.5 TASKS The tasks will include: o Focus groups o Individual interviews				•				
10-1	1 (07/2006)			Ord. On - But. d		lin. Ser. No - Nº di		Page 10	g 11

### s.20(1)(c)

cia -	Description	From-De Y-A M D-J	To-A Y-AMD-J	Corsignee Code Code consignataire	No. of Days Nº de Jours	Fees Mat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	o Individual coaching o Group coaching					· derich au. Mittifd	2416.0	TOTAL LES	
	1.6 MEETINGS The resources will be required to attend meetings at the Department of Justice in the National Capital Region.								
10	Coaching Services	2015.11.05	2017.03.31	19024			1.34	859.44	77 4770 4
20	Coaching Services	I	2017.03.31	19024			134	859.44	7,470.4
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CANAI	DA 2: 613-960-4881		Contract	X Control		99 BANK ST 1	1TH FLOOR	613-670-	6429}		Direct Inquiries to	
FAX:			Amerdmen	Modification		CANADA ON K					DESB 613-	onerdes de rame. à : OIS, SYLVAIN 960-4881
Unless other duties and prices. GET charges) do	erwise Indicated herein by the Crawn, all arices on eriche Jame, The Goods and Services Tax (CST) is is included in the total estimated cost, Prices Inch astination(1) apocified herein; municipal tares are n	to be in Canedian lunds and include sexcluded from unk prices. (IST is e ude packing, packaging and are F.O. or applicable) for provincial takes, ad	epolit abit Considers outsime rise as epolitizable in the unit it. (including all delivery te the Supply Amargement.		dd erre Indique ions les correl bredereaux d'a 9 0 2 4 5 9		INTERNA DEPARTM	L AUDIT	BRANCH USTICE CAN VELLE (613	ADA	429)	
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ALC: WHEN E	are les présentes, Les terres murécipales ne a appli ent en cretière d'epprovisionnement.	quent pile. En de qui concerne les se	use provincisies, voir	InculDecs , + AugulDim.	Re	evland Value - Mantard Pévirë	CAMADA					
E. The tern	erer därigne is Mintere de Justico Carnada e ne and Conditions set dus in SSC Bupply Arrangem Ritons figurans dans l'Arrangemens en mailitre d'ap urperées dans les présentes.	ent Sarial No. EGOZT-120001	/593/ZT between the Vendor									
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	ProServices PART 6 - RESULTING CON	TRACT CLAUSES										
	6.1 Security Requirem	ents										
.	The following accurity part of the Contract.	requirements re	lated clauses a	pply and form								
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On-Le		Le toernisseur offre	et convient de vandre su Ministr n les présentes as dans seuse are l seront comitérées comme dus	e, eux consistens stipulées dans 1910 eux présentes, eu ou eux p offres de vente.	s has prásitentes es oria indiaguas, il un a	dens les dacuments difidires, le réponses à une domande de proj	s biene du sorvices, cu padicion prétentés per		oins - Poins FAB to Section 32(1) at the		tination	
PETER	CAMERON AND ASSOCIATES BARLOW CRES	INC	right authorities in aligh un Dottol Irightho authoritie à extree air rem	of Vendor trype or printi s du formisseur fen lettens mout	Ment .			En versie coni d'ap	de l'article 32(1) de la	TOT BUY 10 DOY	FALMEN	3 KLE
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	DIS, SYLVAIN					Code du bureau comptable	Ord. Off - Bur. den				l l	Ge
	ONAL CAPITAL REGION		Clauses (1) and (2) below will f			19024	19024	15	33/4	<u> </u>	Inspection Agency -	Chargé de l'inspection
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	VELLINGTON ST		Request for proposal	Demande de proposition		INTERNAL AUDI		מרומזא			destination unless specified herein.	de destination sauf si indiqué ci-bas.
CANAL	VA ON KIA OH8					ATT: NADINE			429)			
	3: 613-960-4881		Contract	X Contrat		99 BANK ST 1:	1TH FLOOR		·		Direct inquiries to:	mandes de rens. à :
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duties and prices. GS charges) di	erwise indicated herein by the Crown, all pexcise taxes. The Goods and Services Tax if is included in the total estimated cost. Priestination(s) specified herein; municipal tax	(GST) is excluded from unit prices. GST ces include packing, packaging and are fes are not applicable; for provincial taxes	is extra as applicable to the unit in it. O.B. (including all delivery s, see the Supply Arrangement.	and packing slips must doi été include the number tous le	re indiqué des connaissereaux d'acc	nt dans cette case ansolutes les factures, sments et tous les compagnement.  7 4  jous Value - Valeur précédent	INTERNAL DEPARTMEN ATT: NAD	at envoyer l'orig AUDIT I NT OF JU INE GRAV	inal et deux copies à : BRANCH USTICE CANA VELLE (613-		5429)	
denite do d	indication contraire dans les présentes de la ouane canadiens et la taxe d'accise pertine	nts comods. La taxe sur les produits et s	ervices (TPS) n'est pas comprise	Amendment 140140, de la modification	oii riev		99 BANK S					
dans les pr	ix unitaires. La TPS applicable aux prix unit en les freis d'emballage et de conditionnem	aires est en sus. La TPS est comprise da sent et sont FAB (v compris tous les frais	ns le cout (otal estimatif, Les prix de livraison) aux destinations				CANADA					•
indiquées d	lans les présentes. Les taxes municipales nu ent en matière d'approvisionnement.	e s'appliquent pas. En ce qui concerne le	s taxes provinciales, voir	Inc./Decs Aug./Dim.	Revi	sed Value - Montant Révisé						
	,,										•	
Les con	ms and Conditions set out in SSC Supply A ditions figurant dans l'Arrangement en mat orporées dans les présentes.	rrangement Serial No. E60ZT-1200 ière d'approvisionnement d'ASC, interve	01/593/ZT between the Vendo	ne, représentée par le Ministre de Travau	x Publics et	Public Works and Governmen Services Gouvernementaux To - À	Canada, et portant le num	reby incorporati néro de série E6 No. of Days	ed into this document. 60ZT-120001/59: Fees /Val. Limit	3/ZT GST%	GST Total	· · · · · · · · · · · · · · · · · · ·
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	Proservices PART 6 - RESULTING	CONTRACT CLAUSES										
	6.1 Security Requ	irements										
	The following secu part of the Contra	rity requirements :	related clauses a	apply and form								
	SECURITY REQUIREME COMMON-PS-SRCL#2	NT FOR CANADIAN SU	PPLIER: PWGSC FII	E					·			
Solicitation At - Å	closes - L'invitation à soumissionner prend 00:00:00	fin le The Vendor off and/or services considered as a	listed herein and on any attached sh	the Minister, upon the terms and conditi leets at the price(s) set out therefor. Res	ons set out ponses to a	herein, including the attachm request for proposal by a pol	ents hereto, the supplies tential supplier will be	State poin Indiquer la services d	nt of menufacture/shipp o lieu de fabrication ou d oivent être rendus.	ing of good l'expéditio	ds or where service is t in des biens, ou encore	o ba performed. le lieu où les
On - Le		deux, énuméré	offre et convient de vendre au Minist s dans les présentes et dans toute an intuel seront considérées comme des	re, aux conditions stipulées dans les pré nexe aux présentes, au  ou aux prix indic s offres de vente.	sentes et da qués. Les ré	ens les documents cl-joints, le ponses à une demande de pro	is biens ou services, ou les position présentée par un	F.O.B. Pol	nt - Point FAB		stination	de are available
Name and	address of Vendor - Nom et adresse du four			if of Vendor (type or print) m du fournisseur (en lettres mou <del>lées</del> )			ye	En vertue sont dispo	de l'article 32(1) de la la	of sur la go	stion des finances pub	liques des fonds
	R CAMERON AND ASSOCI	ATES INC	ra personne autorisee a signer au no	n an routheent fau lettree monese)	**			adili diapo	WILLIA	M.	FUTNEY	OKKLE
3076	BARLOW CRES							Total Estin	nated Cost	mature	For the Minister Res	Date grvé au Ministre
CANAL	NA ON KOA 1TO		·					Coût globs	al estimatif	1	V V	Nov. 17.2
	e: 613-832-0282		Signature	Date		Telephone No Nº	de téléphone	\$	11,300.00		The E	
FIIOII	5. 013-032-0202		fer is accepted to the	You are requested to supply		1 1	The Vendor hereby accept e fournisseur reconnait pa	s/acknowledge: ar les présentes	s this contract. qu'il a pris connaissanc	e du prése	nt contrat et qu'il l'acc	epte.
Vendor No	- No du Fournisseur Fax No No. de	Votre o	specified heroin.	as indicated herein. Nous vous demandons de fournir ce qui est précisé	Prière de re	signed copy forthwith. stourner immédiatement fûment signés.						

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JUS 9200-11 (07/2006)

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Item Article	Description	· From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignateire	No. of Days No de jours	Faes (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).  2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.  3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.  4. The Contractor/Offeror must comply with the provisions of the: a) Security Requirements Check List and security guide (if applicable)  b) Industrial Security Manual (Latest Edition).								
	6.2 Statement of Work								
	This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).						-		
	The work to be performed is detailed under Appendix "A" Statement of Work.								
	6.3 Standard Clauses and Conditions								
	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.	-							
	6.3.1 General Conditions								
.	2010B ( 2015-03-09 ), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
	6.4 Term of Contract			.					
	6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2017.						THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN		
**************************************	6.5 Authorities		Links			The state of the s		,	
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	6.5.1 Contracting Authority The Contracting Authority for the Contract is:								Annual Property Control of the Contr
	Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario								
	K1A 0H8 Telephone: 613-960-4881 E-mail: sylvain.desbois@justice.gc.ca						·		
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.	-					Andrewski vedy every server was a server with the server was a server when the server was a server was a server when the server was a s		
	6.5.2 Technical Authority The Technical Authority for the contract is:								ge van der ver
	Inanc Yazar Chief Audit Executive 99 Bank Street, 11th Floor Ottawa, Ontario								V
	K1A 0H8 Telephone: 613-670-6434 E-mail: inanc.yazar@justice.gc.ca					•			
فيافيا والتوافية والمتاوية والمتاوية والمتاوية والمتاوية والمتاوية والمتاولة	The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.		•						<b>≁</b>
l	6.6 Proactive Disclosure of Contracts with Former Public Servants								
	By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.								
	6.7 Payment		and the state of t				İ		
	6.7.1 Basis of Payment						.		
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	Payment for the work performed by Mr. Denys Vermette shall be made on the following basis:								
	All inclusive hourly rate: Up to a maximum of hours for the period ending March 31, 2016 and up to a maximum of hours for the period ending March 31, 2017	of the little for the latest and the							
•	6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.								·
	6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$10,000.00. Customs duties are included and Applicable Taxes are extra.				`	·		,	
	No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must					·			
	notify the Contracting Authority in writing as to the adequacy of this sum:  a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.				·				
	If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.								
	6.9 Method of Payment								•
:-	6.9.1: Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada;	·					-		
JUS 9200	-11 (07/2006)			Ord. Off - Bur. di 19024		An. Ser. No - Nº de		Page 4	of 11



c) the Work performed has been accepted by Canada.  6.9.2 Payment by Direct Deposit  Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2013 General Conditions - Higher Complexity, Services (2014-09-25)  To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Porm. The form electronic Payment Registration Request Porm. The form at http://www.justice.gc.ca/emg/contact/enrol.inscri.hint.  It is the sole responsibility of the Contractor to ensure that the Recipient Electronic Payment number submitted to Canada via their Recipient Electronic Payment Registration Request Porm is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Porm not be accurate or up Expense Period and Article 17 - Interest on Overdue Ancounts, ast out in 2013 General Conditions - Higher Complexity, Services (2014-09-25) Forming part of this Contract will not apply, until the Contractor corrects the matter.  6.10 Accounts and Audit  1. The Contractor in connection with the Work, Inteluding all records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. Contract. Contract. Contract. Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work the Contractor must keep a record of the actual time spent each day by each individual  3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in Indiana the Contract, or whill the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and and the information as the representatives, of Canada may from time	m cle	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days No de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
Payments by dissert degonic will be subject to Article 16 - Payment 20235 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.  To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Corm and the Complete and submit to the Contracting Authority the Corm and a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Corm and a complete and submit to the Contractor in the Corm and a complete and submit defined at http://www.justice.gc.ca/eng/contact/enrol-inservi.html.  It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Reguest Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Reguest Form he be accurate or up Rayment Period and Article 17 - Interest on Overdue Accounts, set out in 2015 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.  6.10 Accounts and Audit  1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all interest and the Contractor in connection with the Work, including all interest and the Contractor in Connection with the Work including all interest and the Contractor in Connection with the Work including all interest and the Contractor in Connection with the Work including all interest and the Contractor in Contractor in Contractor in the Section of Contractor in the Section of Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.  Contractor must retain all the information described		c) the Work performed has been accepted by Canada.								
period and Article 17 - Interest on Overdue Accounts, set out in 2033 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.  To the set of this Contract.  To the set of this Contract.  To the set of this Contract.  To the set of this Contract.  To the set of this Contract.  To the set of this Contract.  To the set of this Contract of the set of		6.9.2 Payment by Direct Deposit		17 T T T T T T T T T T T T T T T T T T T						
information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-22) forming part of this Contract will not apply, until the Contractor corrects the matter.  6.10 Accounts and Audit  1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.  3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contractor, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information as the Inal payment under must make this information are provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time		Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.  To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form				-				
1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.  2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.  3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time		information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until								
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4. The amount claimed under the contract, calculated in accordance with the Sasis of Fayment provision in the Articles of Agreement, is subject to government audit both before and after Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and umpad under this section including under the contracts. If Canada does not choose to exercise this right at any given time, Canada Gees not lose this right.  6.11 Time verification Time charged and the accuracy of the Contractor's time recording payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.  6.12 Invoicing Instructions 2. The Contractor must submit invoices in accordance with the section entitled 'Invoice submission' of the general conditions. Claims cannot be submisted until all work identified in the Claim is completed.  act he ubspracarpsh in the Basis of Fayment provision.  c. By submitting invoices the Contractor is certifying that the goods and services here been editivered and that all charges contractor. So the provision of the general contractor have been been elivered and that all charges contractor. A contractor have been elivered and that all charges contractor. A contractor have been elivered and that all charges contract, including any charges for work performed by subcontractors.  6. The Contractor must provide the original and an electronic copy of the contractor and provide a copy of any invoices requested by the Contractor must provide a copy of any invoices requested by the Contractor must provide a copy of any invoices requested by the Contracting Authority.  6.13 Applicable Laws  The Contractor must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario Ontario	ftem Article	Description	From - De Y-A M D-J	Á-oT LAMA-Y	Consignee Code Code consignataire	No. of Days No de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after provided to the Contractor must repay any overpayment, at Canada's request.  6.12 Invoicing Instructions  a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.  b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.  c. By submitting invoices the Contractor is certify charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.  d. The Contractor must provide the original and an electronic copy of each invoice to the following adress:  99 Bank Street, 11th Floor - Room 11770 Ottawa, Ontario KiA 08  Electronic copy to: nadine.gravelle@justice.gc.ca  On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.  6.13 Applicable Laws  The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario		accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at	-							
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The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario		On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.								
between the parties determined, by the laws in force in Ontario		6.13 Applicable Laws								
6.14 Priority of Documents		The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario								
		6.14 Priority of Documents				-				



Item Article	Description	Fram - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days No de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
-	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.  (a) the Articles of Agreement;  (b) the general conditions 2010B (2015-03-09);  (c) Annex A, Statement of Work;  (d) Supply Arrangement Number E60ZT-120001/593/ZT (the "Supply Arrangement"); and  (e) the Contractor's bid dated October 21, 2015								
1	6.15 Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.		-		,				
	6.16 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed							V.11.188.	
	replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.  3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract						The state of the s		
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•	6.17 Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
	2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute								,
	acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.								
	3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible								
	for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.  4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish								
	to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.		-	A PROPERTY OF THE PROPERTY OF					
	6.18 Government of Canada Web Standards								
	Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.  The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.  In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available								় .
	from the department or agency's Web Standards Centre of Expertise				,				
	6.19 Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity								
	provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)	-	The state of the s	the state of the s					
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caused as a result of or during the performance of the Contrac	t.							
6.20 Intellectual Property Infringement and Royalties 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties	e			-				
any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,								
according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct all litigation for or against Canada, but the Attorney General request that the Contractor defend Canada against the claim. It either case, the Contractor agrees to participate fully in the	t of may							
defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agnot to settle any claim unless the other Party first approves settlement in writing.	ree the					-		
3. The Contractor has no obligation regarding claims that wer only made because:  (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work or part of the Work without the Contractor's consent or used the Work or part of the Work or part					•			
following a requirement of the Contract; or  (b) Canada used the Work or part of the Work with a product the Contractor did not supply under the Contract (unless that is described in the Contract or the manufacturer's specifications); or	nat							
(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or softwar								4 n
that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if Contractor has included the following language in its own contractor with the supplier of that equipment or software: "[Supplier name acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or	the ract ne]	·						
software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by eithe [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay a costs, damages and legal fees payable as a result of that	all	:						
infringement." Obtaining this protection from the supplier is to Contractor's responsibility and, if the Contractor does not do it will be responsible to Canada for the claim.  4. If anyone claims that, as a result of the Work, the Contractor Canada is infringing its intellectual property rights, the	so,	-			·			
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	Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid.  If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
	ANNEX "A": STATEMENT OF WORK								
	1.0 TITLE One on One Coaching services for the Chief Audit Executive of the Internal Audit Services		,		, market				
	2.0 OBJECTIVES Peter Cameron and Associates Inc. commits to assigning an experienced, certified and bilingual coach to provide career management coaching to Inanc Yazar, hereafter referred to as the "client". The client is the Chief Audit Executive for the Department of Justice Canada and is a substantive EX-03 executive.						-		
	3.0 SCOPE Coaching services will be provided to the client on a "one-on-one basis through sessions that are suitable to the client's learning style and schedule. Typical sessions will be of 1 to 2 hours durations.								
	4.0 TASKS								
	The tasks will include: # Career coaching: Career advice and support for further growth & development # Work on executive portfolio development # linked to GoC Key Leadership Competencies # Ongoing coaching & advice to the CAE in order to support the success of the Audit Branch						**************************************		
	5.0 MEETINGS The resource will be required to attend meetings at the Department of Justice at 99 Bank Street, 11th floor, Ottawa, Ontario, KIA 0H8					,			
	Coaching from (2015-2016)	2015.11.17	2017.03.31	19024	25.000	200.00	13%	650.00	5,650.00
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### Government of

Gouvernement du Canada

rrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From	- Ded

DESBOIS, SYLVAIN

PHONE: 613-960-4881

FAX:

NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON KLA OH8 CANADA

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herain; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les drohs de douane canadiens et la taxe d'accise pertinents compris. Le taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprehent I sa trais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux de stinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provincialas, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable	Ord. Off - Bur. deman.	sition No Der Yr An.	Ser. No - Nº de série	Page 1	of 15
auses (1) and (2) below will font s clauses 1 et 2 ci-dessous font	n part of this: partie du document de :	Destination	19294	15	9319	inspection Agency	- Chargé de l'Inspection
Request for proposal	Demande de proposition	DW-DIR PROJECT DEPARTMENT OF	SERVICES JUSTICE CANAI	)A		Consignee at destination unless specified herein.	Destinataire eu point de destination sauf si indiqué ci-bas.
Contract	X Contrat	ATT: CATHERINE		613-941	L-		
Amendment	Modification	275 SPARKS ST OTTAWA ON KIR CANADA	ROOM 11014 2 7X9			DES	o: demandes de rens. è : BOIS, SYLVAIN -960-4881

All invoices, shipping bills and packing slips must include the number

Le numéro figurant dens cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1929459319

Amendment No.-No. de la modification Previous Value - Valeur précédente Inc./Decs. - Aug./Dim. Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to: Factures - Rempilir at anyoyar i'original et deux copies à :

DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA

ATT: CATHERINE CHARBONNEAU (613-941-275 SPARKS ST ROOM 11014

OTTAWA ON K1R 7X9

CANADA

- 1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Cenade, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronna, représentée per le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/135/ZT sont incorporées dans les présentes

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	The following clauses and concontract resulting from the b	ditions apply to and form part of any oid solicitation.								
	Comprehensive Land Claims Set	to be used for deliveries within a tlement Area (CLCSA). All thin a CLCSA are to be processed	: 1							
Solicitation At - A	n closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and and/or services listed herein and on any attached sheets at the prica(s) set out there considered as an offer to sell.	etor. Responses to a requ	est for proposal by a p	ments hereto, the suppli otential supplier will be	Inorquer	int of manufacture/ship le lieu de fabrication ou doivant être rendus.	ping of good d'expédition	s or where service is to to des biens, ou encore le	e performed. Ileu où les

On - Le Name and address of Vendor - Nom et adresse du fournisseur MAXSYS 173 DALHOUSIE ST OTTAWA ON KIN 7C7 CANADA Phone: 613-562-9943

Fax No.- No. de Télécople

613-241-6742

Vandor No.- No.du Fournisseur

118430

JUS 9200-11 (07/2006)

La fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les daux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de ventre sur prix indiqués.

Nom et 1

o title or person authorizée à signe litre de la personne autorisée à signe	on beneil of Vendot (type of print) if au nom du fournisseur (en lettres moulées)		En vertue da l'arti le sont disponibles
			Total Estimated Cost Coût global estimatif
Signature	Dete	Telephone No Nº de téléphone	\$ 11,3
our offer is accepted to the	You are requested to europiu	The Vendor hereby accepts/a	cknowledges this contr

Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans la
présentes.

_	You ere requested to supply as indicated herein.
╝	Nous vous demandons de fournir ce qui est précisé
	dans les présentes.

Return the signed copy forthwith.  Prière de retourner immédiatemen une copie dûment signée.	
--	--

\$ 11,300.00

knowledges this contract. Le fournissaur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepts.

Pursuant to Section 32(1) of the Financial Administration Act, funds are available

Signature

Destination

32(1) de la loi sur

F.O.B. Point - Point FAB

Date

Titla - Titre

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	Contract	X Constant	1	ATT: CATHERIN	E CHARBONN	RAU (613-	941-		
60-4881	Amendment	Modification		275 SPARKS S OTTAWA ON K CANADA		14			Direct Inquiries to Actromor States of DEST
•	ealies funds and brokels applicable Coreciles cuspones as wit prices. OBY is entre as replicable to the unit . reclassing and are F.O.B. Brokeling at delivery for provincial tesses, see the Supply Arrangement.	All breakers, oblepping bills and providing office straigs include the regardler includes t	9294593	dets critir core na souces ha factures, mante et tous fea mpagneurent.	DW-DIR DEPARTM AUT: CAT	PROJECT I	STICE CAN	ADA	
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e primarios.	Description		Frem - De	To-A	Ganalgnee Cade	No. of Days	Fore Mal. Limit	GST%	GET Total
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vices - PART 6 - RESUL	ITING CONTRACT CLAUSES								
llowing clauses and co ct resulting from the	onditions apply to and for bid solicitation.	nm part of any							
hengive Land Claims Se	ot to be used for deliver attlement Area (CLCSA). I thin a CLCSA are to be p	All							
Non & asymhesionner prend fin le	The Variator addess and agrees to self and supply to matter correcte decad harden and on any examined a considered as an affer to self.	the Minister, sport the terms are freets at the pricets) and the ther	d conditions set out i efor, Respectes to a	terple, including the etherin request for proposal by a po	coupled metablish will be		nt af menufastureitik v Neu de febrizeiten ei istvert être rendus,	poing of que	de or volvers garvice in se des libers, se ansor
A	Le fourrémeur célins et stravieur de vendre au Milai deux, énumérie dans les présents et duns troits à spurchanter éventeul constitutes comme de	tire, aux conditions attpubbes des Arreces aux présentais, au de aux	ne like priloagites et de print indiquies. Les rè	ne les documents défaires, i rousse à une demande de pr	es blans ap servicits, as aposition prinariés pu	F.O.S. Po	ine - Point PAS		etination
r - Nam of edresse de laurnisseur	Harrie and tritle of persons sufficient to sign on help Home at three de la correction sustaine à alamar ou tr					Portugers On vertile soon diagn	AVI	Financial Islam	AKOD (
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62~9943	Year offer in accepted to the	You are requested to supply as indicated herein.			The Veryder heady so Le fournisses morning		a little contract.		est contra a prila
Fax Na. No. do Tétasple 613-241-6742	Year offer in accepted to the actest apacified herein.  Votre offer set accepted sets contribute expusive dans has présentes.	se indicated herein. Nour veus démandons de fournir ce qui set pricies dans les prisontes.	Police de a	algned eapy forthwith, course learnicheterrent lament algorie.					Thi

Description	From - De Y-A M D-J	Á - oT L-G M A-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
6.1 Security Requirements								
The following security requirements related clauses apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19								
1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).  2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY as required, granted or approved by CISD/PWGSC.  3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.  4. Subcontracts which contain security requirements are NOT to be								
awarded without the prior written permission of CISD/PWGSC.  5. The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition).  6.2 Statement of Work		·						
This bid solicitation is being issued for the requirement of Professional Services ERP Programmer Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work.	7 - 1 1						·	•
6.3 Standard Clauses and Conditions  All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
6.3.1 General Conditions 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.							٠.	
6.4 Term of Contract	-							
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icie	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees Nal. Limite	GST% %TPS	GST Total Total TPS	Total
	6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2016.								
	6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. The two (2) additional options periods are as follows:	,							
	Option 1: April 1, 2016 to September 30, 2016 Option 2: October 1, 2016 to March 31, 2017	-							
	A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.  B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.	an Been							
	6.5 Authorities	•							
	6.5.1 Contracting Authority The Contracting Authority for the Contract is:								
	Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca							·	
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.		•						
	6.5.2 Technical Authority The Technical Authority for the contract is:							<del>.</del>	
	Gilles Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Ottawa, Ontario K1A 0H8 Telephone : 613-325-3954			·		·			
	1 (07/2006)					Demande			

#### Gouvernement du Canada

Description		From - De Y-A M D-J	To - À L-D M A-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vel. Limit Taux/Val. limite	GST%	GST Total Total TPS	Total
E-mail : gilles.blier@justice.gc.ca									
The Technical Authority is the representat agency for whom the Work is being carried and is responsible for all matters concern content of the Work under the Contract. To discussed with the Project/Technical Author Project/Technical Authority has no author to the scope of the Work. Changes to the sonly be made through a contract amendment	out under the Contract aing the technical echnical matters may be ority; however the ty to authorize changes scope of the Work can								
Contracting Authority.	issued by the	1.00		·					ŀ
6.5.3 Contractor's Representative								•	
MaxSys Staffing & Consulting Tel: 613-562-9943 Email: @maxsys.ca  6.6 Proactive Disclosure of Contracts wit  By providing information on its status, with former public servant in receipt of a Public Superannuation Act (PSSA) pension, the Contract information will be reported on depart of the published proactive disclosure report Contracting Policy Notice: 2012-2 of the Secretariat of Canada.	th respect to being a ic Service tractor has agreed that thental websites as part orts, in accordance with								
6.7 Payment				,	;				74
6.7.1 Basis of Payment The Contractor will be paid in accordance rate for work and services performed pursu per Annex "B" Basis of Payment.	with the firm hourly ant to this Contract, as								
Canada will not pay the Contractor for any modifications or interpretations of the Wobeen approved, in writing, by the Contract their incorporation into the Work.	ork, unless they have	•	:						
6.7.2 Authorized travel and Living Expense Canada will not pay any travel or living expenses performing the Work.	ses expenses associated with		·						
6.7.3 Limitation of Expenditure Canada's total liability to the Contractor not exceed the amount set out on page one any Applicable taxes. With respect to the	of the Contract, less								
)-11 (07/2006)				• • • • • • • • • • • • • • • • • • • •	Requisition No	Demande		Page 4	of 15

	Description	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
Services T	e Contract, Customs duties are included and Goods are Tax or Harmonized Sales Tax is included, if applicable the contract of purchase specific amounts or values of good are described elsewhere in the Contract.	ole.							
the Work r interpreta Contractor interpreta Authority must not p	se in the total liability of Canada or in the price resulting from any design changes, modifications or ations of the Work, will be authorized or paid to the unless these design changes, modifications or ations have been approved, in writing, by the Contrabefore their incorporation into the Work. The Contrabeform any work or provide any service that would is total liability being exceeded before obtaining the	ne acting ractor result	-						
written ap	oproval of the Contracting Authority. The Contractor e Contracting Authority in writing as to the adequate	must			, .	in the second		_	
a) when b) four c) as so provided a	it is 75 percent committed, or (4) months before the contract expiry date, or con as the Contractor considers that the contract further inadequate for the completion of the Work, comes first.	ınds	-		,			•	
Contractor estimate f	tification is for inadequate contract funds, the r must provide to the Contracting Authority a writte for the additional funds required. Provision of such on by the Contractor does not increase Canada's	en 1			-				
6.8 Metho	od of Payment.	,							
Canada will performed with the pal an ac required be the invoice b) all s	onthly Payment  ll pay the Contractor on a monthly basis for work  during the month covered by the invoice in accordance payment provisions of the Contract if: ccurate and complete invoice and any other documents by the Contract have been submitted in accordance with cing instructions provided in the Contract; such documents have been verified by Canada; Work performed has been accepted by Canada.								
Payments from Period and 2035 Gener forming pa	yment by Direct Deposit by direct deposit will be subject to Article 16 - Pa d Article 17 - Interest on Overdue Accounts, set out ral Conditions - Higher Complexity, Services (2014-0 art of this Contract. te or amend a direct deposit registration, the Contr	in 19-25)				· ·	,		
must compl Recipient The form control internet s	lete and submit to the Contracting Authority the Electronic Payment Registration Request Form at An can also be obtained from the Department of Justice								

n :le	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.					·			
	6.9 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								
	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors. d. The Contractor must provide the original and an electronic copy of each invoice to the following adress: Catherine Charbonneau - Project Officer 275 Sparks Street - SAT1074 Ottawa, Ontario KlA 0H8 Electronic copy to: admin.services-isb@justice.gc.ca								25.
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.								
	6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
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Description	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignatairs	No. of Days Nº de jours	Fees /Val. Limite	GST% %TPS	GST Total Total TPS	Total
(b) If, as a result of any strike or lock-out, the Contract its employees, subcontractors or agents cannot obtain access government premises and, as a result, no work is performed, is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had be able to gain access to the premises.	to Canada					·		
6.12 Certifications Compliance The continuous compliance with the certifications provided be Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during entire period of the Contract. If the Contractor does not convict any certification, fails to provide the associated information, or if it is determined that any certification must the Contractor in its bid is untrue, whether made knowingly unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for definitions.	ng the mply ade by or							·
6.13 Applicable Laws The Contract must be interpreted and governed, and the relat between the parties determined, by the laws in force in Onta	ions rio.	·		•				
6.14 Priority of Documents If there is a discrepancy between the wording of any document that appear on the list, the wording of the document that fi appears on the list has priority over the wording of any document that subsequently appears on the list.  (a) the Articles of Agreement;  (b) the general conditions 2010B (2015-03-09);  (d) Annex A, Statement of Work;  (e) Annex B, Basis of Payment  (f) Annex C, Security Requirements Check List ( refer to RF)  (g) Supply Arrangement Number E60ZT-120001/135/ZT (the "Sup Arrangement"); and  (h) the Contractor's bid dated November 12, 2015.	rst ument P):							
6.15 Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by t Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is no obligation to provide any translation to the Contractor. agrees that any translation must include any copyright notic any proprietary right notice that was part of the original. acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a resul the translation.	under Canada e and Canada							
6.16 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract								

	Canada Canada A		а фротопанти						
	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
Ī	perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for								
- 2	reasons beyond its control.  2. If the Contractor is unable to provide the services of any								
3	specific individual identified in the Contract, it must provide replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the	a							
(	Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the	10							
3	reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed								
1	replacement; and (b) proof that the proposed replacement has the required securi	ty							
-	clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of	_							
2	the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work.								
(	In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with	-							
(	subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not religible. The Contractor from its responsibility to meet the requirements								
	the Contract		-						·
]	6.17 Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
: 6	2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon su	ıch							
- 2	payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not constitute the Work and does	es .							.,
	not relieve the Contractor of its obligation to perform the Worlin accordance with the Contract.  3. Despite any transfer of ownership, the Contractor is								
	responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the	ne							
(	Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the	le .							
4	Contractor or any subcontractor.  4. Upon transfer of ownership to the Work or any part of the W	ork							1
1	to Canada, the Contractor must, if requested by Canada, establis to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The	Sn.						••	
1 (	Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.								
1	6.18 Limitation of Liability - Information management/Information Technology								
-11 (	(07/2006)		<u> </u>	1	-	o Demande		Page 8	of 15
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	a. Any reference in this section to damages caused by the								
	Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of		1		]		]		
	their employees. This section applies regardless of whether the	İ							
	claim is based in contract, tort, or another cause of action. The				1 1	•	1 1		
ı	Contractor is not liable to Canada with respect to the performance								
	Of or failure to perform the Contract, except as described in this				1 1				
	section and in any section of the Contract pre-establishing any				1 1				
1	inquidated damages. The Contractor is only liable for indirect.				1 1		1 1	•	
	special or consequential damages to the extent described in this				l I				
1	Article, even if it has been made aware of the potential for those	l .			l 1				
1	damages.		Í						
	<ul> <li>First Party Liability:</li> <li>The Contractor is fully liable for all damages to Canada.</li> </ul>								
ı	i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by				l				
	the Contractor's performance or failure to perform the Contract			ł	]		i. I		ľ
	that relate to:	1.7.7	٠.				l.		
ı	A. any infringement of intellectual property rights to the extent				1				1
	the Contractor breaches the section entitled "Intellectual				l 1				
Ι.	Property Infringement and Royalties";								
1	B. physical injury, including death.				l i	,			
1	ii. The Contractor is liable for all direct damages affecting real				l i				
i	or tangible personal property owned, possessed, or occupied by				1	•	i I		İ
	Canada.								
	iii. Each of the Parties is liable for all direct damages resulting								!
	from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential								
1	damages in respect of its unauthorized disclosure of the other								ŀ
l	Party's trade secrets (or trade secrets of a third party provided								
	by one Party to another under the Contract) relating to								
	information technology.								
ı	iv. The Contractor is liable for all direct damages relating to				'				
	any encumbrance or claim relating to any portion of the Work for			1					
	which Canada has made any payment. This does not apply to					,			
	encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.				l				
	v. The Contractor is also liable for any other direct damages to								ł
1	Canada caused by the Contractor in any way relating to the								
1	Contract, including:		•	/					
ı	A. any breach of the warranty obligations under the Contract, up								ŀ
l	to the total amount paid by Canada (including any applicable								
l	taxes) for the goods and services affected by the breach of						1 1		
	warranty; and	•	ľ						
	B. any other direct damages, including all identifiable direct	•					1 1		1
	costs to Canada associated with re-procuring the Work from another								
1	party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (R) of		<b>[</b>						
1	default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the	•		[			1		
	dollar amount shown on the first page of the Contract in the cell								
	titled "Total Estimated Cost" or shown on each call-up nurchage					`			
1	order or other document used to order goods or services under this								
				1 .					
-1	(07/2006)				B				
)-1	(07/2006)			Drd. Off - Bur. d	Requisition No	Dernande An. Ser. No - Nº d		Page 9	of 15

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	instrument).								
	vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined								
	above) for the Contract.								
	vii. If Canada's records or data are harmed as a result of the								
	Contractor's negligence or willful act, the Contractor's only			}					
l	liability is, at the Contractor's own expense, to restore Canada's			1					
	records and data using the most recent backup kept by Canada.								
l	Canada is responsible for maintaining an adequate backup of its		•				1 1		
1	records and data.								
ı	c. Third Party Claims: i. Regardless of whether a third party makes its claim against	,					1 1		
ı	Canada or the Contractor, each Party agrees that it is liable for								
	any damages that it causes to any third party in connection with								
	the Contract as set out in a settlement agreement or as finally			٠.			l 1		
1	determined by a court of competent jurisdiction, where the court								
L	determines that the Parties are jointly and severally liable or	-							
ı	that one Party is solely and directly liable to the third party.								
1	The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the								_
	Party's portion of the damages to the third party. No settlement								
ı	agreement is binding on a Party unless its authorized								
ı	representative has approved the agreement in writing.		-						G+
ı	ii. If Canada is required, as a result of joint and several	•							1
ı	liability, to pay a third party in respect of damages caused by	,							Ī
1	the Contractor, the Contractor must reimburse Canada by the amount	-							
ı	finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However,						1 1		* · ; *
	despite paragraph (i), with respect to special, indirect, and								.*
	consequential damages of third parties covered by this Section,								·
	the Contractor is only liable for reimbursing Canada for the	-							
	Contractor's portion of those damages that Canada is required by a		-	l .	1		1 1		: **
	court to pay to a third party as a result of joint and several				1	·			
	liability that relate to the infringement of a third party's								
ŀ	intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or						i		1
	tangible personal property; liens or encumbrances on any portion				<b>i</b>				
	of the Work; or breach of confidentiality.				<b>i</b>		1		
	iii. The parties are only liable to one another for damages to					·			1
1	third parties to the extent described in this paragraph c.				'	_			
1						Î			
1	6.19 Intellectual Property Infringement and Royalties			1			1 1		1
	1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third						]		
	party's intellectual property rights in performing or using the			1	'				
	Work, and that Canada will have no obligation to pay royalties of								Ι.
	any kind to anyone in connection with the Work.			1	1		{		l '
	2. If anyone makes a claim against Canada or the Contractor			1					!
	concerning intellectual property infringement or royalties related							•	1
	to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,								,
	willing indicutatery. It anyone brings a craim against canada,			<u> </u>	L	L			<u> </u>
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n de	. Description	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
l	according to Department of Justice Act, R.S., 1985, c. J-2, the								
1	Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may			1	[				
ı	request that the Contractor defend Canada against the claim. In			1	l 1				
L	either case, the Contractor agrees to participate fully in the								
ı	defence and any settlement negotiations and to pay all costs,			1			1 1		
ı	damages and legal costs incurred or payable as a result of the			1					
١	claim, including the amount of any settlement. Both Parties agree			ļ.					
	not to settle any claim unless the other Party first approves the			1			li		
ı	settlement in writing.			·	1 :	, -			
-	3. The Contractor has no obligation regarding claims that were								
	only made because:	•		1					
1	(a) Canada modified the Work or part of the Work without the		·		l ·				
1	Contractor's consent or used the Work or part of the Work without	•		1					
	following a requirement of the Contract; or	,			! !	٠.			
	(b) Canada used the Work or part of the Work with a product that					1975 A 1975			
	the Contractor did not supply under the Contract (unless that use			· .			1 . 1		
-	is described in the Contract or the manufacturer's specifications); or				i l				
-	(c) the Contractor used equipment, drawings, specifications or				i i		.		
1	other information supplied to the Contractor by Canada (or by								
-	someone authorized by Canada); or				<b> </b>		1 1		
	(d) the Contractor used a specific item of equipment or software				<u> </u>				
1	that it obtained because of specific instructions from the			1					
-1	Contracting Authority; however, this exception only applies if the				<b>{</b>				
	Contractor has included the following language in its own contract								
	with the supplier of that equipment or software: "[Supplier name]						1		
	acknowledges that the purchased items will be used by the				[				
	Government of Canada. If a third party claims that equipment or				! !		1		
	software supplied under this contract infringes any intellectual								
	property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name]								
-	and Canada against that claim at its own expense and will pay all				i		1 1		
	costs, damages and legal fees payable as a result of that					-	.		
1	infringement." Obtaining this protection from the supplier is the				1		1 1		
1	Contractor's responsibility and, if the Contractor does not do so,		,	'	·		- 1		· ·
-1	it will be responsible to Canada for the claim.				į				
-	4. If anyone claims that, as a result of the Work, the Contractor			1	1		1		
П	or Canada is infringing its intellectual property rights, the		,						Į.
-	Contractor must immediately do one of the following:						!		l
-1	(a) take whatever steps are necessary to allow Canada to continue								
- [	to use the allegedly infringing part of the Work; or						<b>!</b>		
-1	(b) modify or replace the Work to avoid intellectual property				<u> </u>		1		
١	infringement, while ensuring that the Work continues to meet all		<b>'</b> .			٠ .	1		
	the requirements of the Contract; or				Į i	,	[		1
	(c) take back the Work and refund any part of the Contract Price				†		1		1
	that Canada has already paid.  If the Contractor determines that none of these alternatives can				!		}		i
1	reasonably be achieved, or if the Contractor fails to take any of	_			ļ. i			,	1
	these steps within a reasonable amount of time, Canada may choose	-			1				I
	either to require the Contractor to do (c), or to take whatever								
	The state of the s		ı	I .	4		1		ı

tem rticle	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
	ANNEX "A" : STATEMENT OF WORK								
	1. TITLE Department of Justice (Justice) - Level 3 ( Senior ) ERP Programmer Analyst in ABAP								
	2. OBJECTIVE Justice is seeking a Level 3 ERP Programmer Analysts who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application.					·.		·	
	The objective of the contract is to secure experienced consultants that are fully versed in the use of ABAP Programming in an IFMS/SAP environment in order to successfully execute the project objectives and/or operational requirements.  The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IFMS teams, as well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required.		-	·					
	3. BACKGROUND Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Department.								
, i	Justice is required to backfill the current FTE Abap. This FTE resource will be training and mentoring the SLP Security resource. This Abap requirement is to work on Client requirements in support of the SAP IFMS System at Justice.					·			
	4. REQUIREMENT DESCRIPTION Tasks are centered around the maintenance of SAP based on specifications and requirements according to Justice Canada standards and guidelines.							• •	
	4.1 SCOPE Justice Enterprise Applications has the need for an ERP Programmer Analyst to assist the current team with the ongoing maintenance and support of SAP. The resource will work directly with the maintenance team providing expertise in SAP and specifically ABAP development and support.	· .		·					
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1	4.2 TASKS, ACTIVITIES, AND DELIVERABLES								
	The Contractor will undertake the following:								
	owork with functional and technical teams to design, develop and		•	1	1		l i		
	test functionality in the IFMS system and related modules.				1		]		
	oRepair or enhance existing IFMS custom development programs that		-		!		1 1		
1	may be impacted by operational requirements or projects underway		1				1 I		
	or may require enhancement including the following:				[		1 1		
	1. Special Purpose Ledger (SPL) Roll-ups				1		1 1		
	2. PAYE/RAYE - Programs		i			•	1 1		
	3. Automated Carry Forward Programs						1 1		
	4. Reconciliation Tools		ļ		1		1 1		
	5. Interfaces to GC Central systems		1		1		l i		
	6. Interfaces to Reporting Solutions		1				l I		ļ
1	-Evaluate change requests and enhancement requests and provide	-			1		1, 1		
	resource requirement estimates;				<u>[</u>			_	
	-Debug new and existing functionality to determine the cause and				<u> </u>		1 1		1
	resolution of identified errors;	. •	-	1	]	·	1 1		I
	-Provide problem resolution assistance and support to IFMS		1						l
	Functional Analysts and IFMS Technical Analysts, as well as to			1					
	other integrated system support analysts, as required			1					I
1	-Develop and document all Requests for Change, custom development								
	programs and forms		-	J					
	Perform business analysis of functional and data requirements			1					1
	associated with interfaces and associated programs.								1
1	-Define and document interfaces of manual and automated to			1					1
	automated operations within application subsystems and between new				1				
İ	and existing systems.			[					
	-Participate in working group sessions to determine detailed							•	
	requirements and options surrounding interfaces and related			1	<u> </u>				
	reports and reconciliation processes.		1	1	i				]
	-Provide input to and assistance for the preparation of regular		1						
	status reports regarding Project Team activities and deliverables,		1 .	1					
	updates to the project plan(s), as required by the project		J .	1	1				1
	manager.						1		i
	-Provide expert advice, support and knowledge transfer to the		1					•	1
	other members of the project team and to the IFMS Functional and		1	1			1		
1	technical support teams, as well as other integrated system	*	1	1	1	,			
	support teams, as required.			1					
l	4.3. METHOD AND SOURCE OF ACCEPTANCE			i	1				•
	210. HEIMOR UM DOONOR OF WOORETUROR			1					1
	All deliverables and services rendered under any contract are		1	1					1
	subject to inspection by the Project Authority. The Project		1	1	I				1
ŀ	Authority shall have the right to reject any deliverables that are			1			.	,	1
	not considered satisfactory, or require their correction before		1	1					1
1	payment will be authorized.		1		I				1
ı	Fellment was as assessed.	*		1		1			1
1	4.4 REPORTING REQUIREMENTS				l	1			
	The Contractor will				ŀ				1
			1	1	1		1		1
				1			1		
	o Provide weekly Progress Reports identifying work completed and		<u> </u>						
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le	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignateire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Totàl
	work planned for completion. o Attend Progress Review Meetings. o When required make presentations to staff and stakeholders.								
	All reports to be provided in either Microsoft Office applications or .pdf, as directed by the Project Authority.								
	4.5 LOCATION OF WORK, WORK SITE AND DELIVERY POINT Department of Justice 284 Wellington Street Ottawa, Ontario								
	4.6. LANGUAGE REQUIREMENTS The working languages are either English or French, all documents to be prepared in English.								
	4.7. JUSTICE OBLIGATIONS Justice will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination.  o Accounts on computer network and electronic mail system; o Workstation; o Access to printer, fax machine, and photocopier; o ID card allowing access to building and floor; o Reference materials, as needed.								-
	ANNEX B : BASIS OF PAYMENT								
	1. PROFESSIONAL SERVICES	-							**************************************
	The Contractor will be paid the following firm all-inclusive per diem rate in Canadian funds, for work performed under this Contract, in accordance with Annex A: Statement of work, during the Contract period. Applicable Taxes are extra.		·						·
	Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.							· . ·	
	Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked x applicable firm per diem rate) ÷ 7.5 hours								
	-The Contractor's resource must be available to work outside standard working hours during the duration of the ContractNo overtime charges will be authorized under this Contract.								
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	1.1 : Stream / Resource Category / Level Stream 1 / 1.3 ERP Program Analyst / Level 3								
	1.2 Consultant Name:								
	2.0 Basis of Payment						·		
	The contractor will be paid up to a maximum \$10,000.00 ( Applicable Taxes are extra ).								
	2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days								
	2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days			) (1) 479					
	2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days		•				·		
0010	SAP L3 ERP Prog. Analyst -	2015.11.25	2016.03.31	19294	*	l .	13%	1,300.00	11,300.0
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	B: 613-960-4881		- Ciritmet:	Connex Modification		ATT. CATHERINE 275 SPARKS ST OTTAWA ON KI	ROOM 1101		-941-		Direct Inquiries to: Adresser toutes de	rmiridati ide cerre, è !
es and a set. GST rped de	erwise indicated familia by the Crown, all prices are excise taxes. The Goods and Services Tax (GST) is to included of the total estimated cost. Prices make addinational specified hereing ensurables have no	to as in Canadien funds and included from unit oribas. GST ( de pecking, packaging and are F, it applicable; for provincial mans.	tode applicable Canadian contorns is dotra as applicable to the crit 25 G. Including at delivery 1, see the Supply Avergement.	All Involces, shipping tells and parking ables must Include the numbe. Indicated in this base	tia cumiro fi dal erre indiq state les com- pordersaux d 192945	CANADA  Spurant drue conte cons  spurant drue conte cons  spurant drue conte cons  drue contento at cous las  drue contento at co	DW-DIR DEPARTM	PROJECT ENT OF J	SERVICES USTICE CAN	ADA		DIS, BYLVADA 160-4881
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Kjulles d mangem	lans his présentes. Les taxes municipales ne s'espili lant en metière d'approvisionnement.	gient pea En carqui concerne ha	Sames provinciales, voir	Ing/Dess - Aug /Ofm. \$ 5,650.0	. 1	Revised Value - Morsont Révisé \$ 16,950.00	CANADA					
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	6.4 Term of Contract						1		
	DELETE Sub-section 6.4.1 & 6.4.2, in its entirety REPLACE with:								
	6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to September 30, 2016.								
	6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional 6 months period under the same terms and conditions. The one (1) remaining additional option period is as follows: Option 2: October 1, 2016 to March 31, 2017				-			·	
	A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.  B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.								
	AND					•		•	
	ANNEX B: BASIS OF PAYMENT								
	DELETE Sub-section 1.2, in its entirety REPLACE WITH:								
	1.2 Consultant Names Consultant 1 : Consultant 2 :								وان
	AND				l				,
	ANNEX B: BASIS OF PAYMENT		-				- 1	,	
	DELETE Sub-section 2.0 Basis of Payment, in its entirety REPLACE WITH :						1		
	2.0 Basis of Payment					*****************		ik sakik ii.i.,	1 Pelo 1777 1744 C C C C C C C C C C C C C C C C C C
	The contractor resource 1 will be paid up to a maximum \$2,000.00 ( Applicable Taxes are extra ) until March 31, 2016.								
	The contractor resource 2 will be paid up to a maximum \$13,000.00 (Applicable Taxes are extra ) until March 31, 2016.		İ						
F-11	(07/2006)		,	Ord. Off - Bur. de 19294			pdrie.	Pegs 2	<u>.</u> 3

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- 1	AND								
	Annex B: Basis of Payment		ĺ			:			
	DELETE Sub-section 2.1, 2.2 and 2.3 in its entirety REPLACE with :								
	2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days			٠.					
	2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days								
	2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: Bstimated Level of Effort: up to days								
	ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED			ĺ					
1010	END OF AMENDMENT 001 SAP L3 ERP P.A	2016.11.25	2016.09,30	19294			13%	260.00	2,260.0
	e++PC quantity changed+++ +++Schodule lines changed+++								
020	SAP L3 ERP P.A 502199	2015.11.26	2016.09.30	19294			13%	650,00	5,650.0
	***Schedule Enze changed*** ***Now Hym***		,	I	-	***************************************			
030	SAP L3 ERP P.A 501834 ***Behodule fines changed*** ***New hour lawyer**	2015.11.25	2016.09.30	19294			13%	1,040.00	9,040.0
	Financial Codes amount				484				
- [	Financial Codes Amount Codage financier Montant 0130-18062-15-501834-3720 -4080 10,000.00		-		- 1				
	0130-18058-15-502199-3720 -4080 5,000.00								
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5200-1	1 (07/2908)				Requisition No.	Camaraia		<u> </u>	
				Ord. Off - Bur. den 19294				<sup>1</sup> 2 3 ½	3

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	Government of Canada	Gouvernement du Canada		Arranger	ment en matiè	Supply Arrangem ere d'approvisionnemen			oumissionner et a	aux contr	rats	
From - Ded			Date of solicitation - Date de l'	invitation à soumissionner		Accounting Office Code Code du bureau comptable	Ord. Off - Bur. d	Requisition No		a sária	Page 1	g 16
NATIO	N, SUEPAUL NAL CAPITAL REGION N DE CAPITALE NATION	ALE	Clauses (1) and (2) below will for Les clauses 1 et 2 cl-dessous for	rm part of this; nt partie du doctiment de :		19279 Destination	1927		5 956			- Chargé de l'inspection
	ELLINGTON ST A ON K1A OH8		Request for proposal	Damande de prop	Polikon	COMMUNICATIONS DEPARTMENT OF ATT: ODETTE CH	JUSTICE C				Consignee at destination unless specified herein.	Destinateire au point de destination saus si indiqué ci-bas,
PHONE	: 416-973-5106		Contract	X Contract		284 WELLINGTON OTTAWA ON KLA	N EMB 3332				Direct inquiries to: Adresser toutes de	emandes de rens. à 1
FAX:	•		Amendment	Modification	La aimèis Saus	CANADA		and two anotas	and to be a seed by		GARV 416-	IN, SUEPAUL 973-5106
	vise indicated herein by the Crown, all price cide taxes, The Goods and Services Tax (6 s included in the total estimated cost: Prices ) specified herein; municipal taxes are not a			7.3	bordersaux d'acc 927959!	565	COMMUNIC DEPARTME	CATIONS ENT OF J	ate to be sent to: pinel et deux copies à : BRANCH USTICE CANA RETTE (613-		2831	
À moins d'in de douane c prix unitaires	lication contraire dans les présentes de la pa anadiens el la Laxe d'accise pertinents comp La TPS applicable aux prix unitates est en	art de la Couronna, tous les prix seront et ris. La laxe sur les produits et services (T sus. La TPS est comprise dans le coût le	n monnaie canadienne, les droits PS) n'est pas comprise dans les dat estimatif. Les prix comprennen	Amendment NoNo, de la mo	odilication Pro	vious Value - Valeur précédente	284 WELI OTTAWA	LINGTON	EMB 3332			
les irals d'en présentes. L d'approvision	iballage et de conditionnement et sont HAB ( es taxos municipales ne s'eppliquant pas. Er	ly compris tous les frais de fivraison) aux n ce qui concerne les taxes provinciales, v	destinations indiquées dans les rois l'Arrangement en matière	Inc./Decs Aug./Dlm.	Ray	rised Value - Montant Révisé	CANADA					
2. The term Les cond sont inco	re" désigne le Ministre de Justice Carza and Conditions set out in SSC Supply Arran Illons figurant dans fArrangement en malière porées dans les présentes.	ngement Serial No. E60ZT-120001/	292/ZT between the Vendor and		Travaux Publics et	Services Gouvernementatus Cana	eda, et portant la nom	êro de série E6i	OZT-120001/292/Z			
Item Article	•	Description			From - De Y-A M D-J		Consignee Code Code consignataire	No. of Days N° de jours	Fees Wal, Limit Tour/Vol. limite	GST% %TPS	GST Total Total TPS	Total
	Department of Justi Stream 9: Business Needs Analysis and PART 6 - RESULTING The following claus contract 1927959565 The Contract is not	Consulting/Change A Research Consultant CONTRACT CLAUSES es and conditions a	danagement, Cate	m part of								
Solicitation of At - A	oses - L'invitation à soumissionnes grend fin 00:00:00	services listed has	and agrees to sail and supply to it ein and on any allached sheets at	·					nt of manufacture/shipple le lieu de febrication ou d doivent être rendus.	ng of goods d'oxpédillon	or where service is to des biens, ou encore	o be performed. Ite lieu où les
On-Le		Le fournisseur offi deux, énumérée d fournisseur éventu	re el convient de vendre au Ministr ons les présentes et dans toute an sel asront considérées comme des	e, aux conditions stipulées dans mexe aux présentes, au ou aux   l'offres de vente,	a les présentes et d prix indiqués, Les r	lans les documents ci-joints, les bi éponses à une demande de prop	iene ou services, ou l osition présentée par	un F,O.B. Po	oint - Point FAB	Dest	lination	
AIM G 126-1	idress of Vendor - Nom et adresse du fourré ROUP INC, THE 30 ALBERT ST	Name and little of Norm et filtre de la	person authorized to sign on behal personne autorisée à signer au no	il of Vendor (lype or print) on du fouznisseur (en lettres mou	uláes)	<u></u>		En vertud sont disp	SI	Financial Adr of sur to gest ( O O O O gnature	ministration Act, fund. Non dea finances put 0 1956 a	s are available.
CANAD		A Halloman		Dec.4.	2015		0 699		imeted Cost bal estimatif 24,860.00		For the Minister - Re-	secul extrinisire
Phone	: 613-230-6991	[ r1 extent and	Is accepted to the cified herein.	You are requested to supply as indicated herein.	Reisea Dr	Telephone No N° do The to signed capy forthwith.	e léléphone a Vandur hacehu arra		se this envirant	ce du préser	N contral at qu'il l'acc	cepte,
	No.du Fournisseur Fax No No. de To	etécopie Voire office conditions	ost accepide aux	Nous vous demandons de fournir ce qui est précisé dans les présentes.	Prière de une copie	e estourner in <del>volódialameni</del> a dómeni sign <del>ás</del> ,			4			
1009 JUS 9200-11		30-7183		and the breaking			- decode	orginators.			Tale	r- (mg

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	Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.								
	6.1 Security Requirements	_							
	The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL# 9  1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of RELIABILITY, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).  2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY as required, granted or approved by CISD/PWGSC.  3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.  4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.  5. The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition).		-						-
	6.2 Statement of Work								
	The work to be performed is detailed under Annex "A" Statement of Work.							-	
	6.3 Standard Clauses and Conditions					,			
	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
	6.3.1 General Conditions 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.							•	
	6.4 Term of Contract								
•	6.4.1 Period of the Contract							٠.	-
JUS 9200	14 (07/2008)			Ord, OS-But, 6 1927		An. Ser. No - N° de		Pege 2	of 16

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	Description	From - De Y-A M D-J	To-A Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal, Umit YaudVal, fimite	977% 397%	GST Total Total TPS	Total
1	The Work is to be performed during the period of Contract award to March 31, 2016.								
	6.5 Authorities								
	6.5.1 Contracting Authority The Contracting Authority for the Contract is: Contact Name: Garvin Suepaul Title: Contracts Management Officer Telephone: 613-960-4922 E-mail address: garvin.suepaul@justice.gc.ca				•				
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.					-			
	6.5.2 Project/Technical Authority The Project/Technical Authority for the Contract is: Contact Name: Tracie Noftle Title: Director General, Communications Branch Company: Department of Justice Canada Address: 284 Wellington Street, EMB 3rd Floor 3-4307, Ottawa, ON, KIA OH8 Telephone: 613-957-9596 E-mail address: tracie.noftle@justice.gc.ca								
	The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.	T A MANAGEMENT AND A MA				·			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	6.5.3 Contractor's Representative Contact Name: Title: Company: The AIM Group Inc. Address: 126-130 Albert Street. Ottawa, ON, KIP 5G4 Telephone: 613-230-6991 Facsimile: 613-230-7183 E-mail address:  @theaimgroup.ca								
	6.6 Proactive Disclosure of Contracts with Former Public Servants								
11	(07/2908)			Ord. Off - Bur. de 19279		n. Ser. No - Nº de :		Page 3	16

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ltem Article	Оевсірбоп	From - De Y-A M D-J	To-Å Y-AMD-J	Consignee Code Code consignataira	No, of Days N° de jours	Fees (Vel. Limi) Taux/Val. limita	GST% %TPS	GST Total Total TPS	Total
	By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.								·
	6.7 Payment								
	6.7.1 Basis of Payment The Contractor will be paid in accordance with the firm hourly rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment.					-		_	
	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.								
	6.7.2 Authorized travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.		<u> </u>						
	6.7.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.				-				
	No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:		A Company of the Comp						
	<ul> <li>a) when it is 75 percent committed, or</li> <li>b) four (4) months before the contract expiry date, or</li> <li>c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul>			Anthony Control of Con	. ".		e Fi		
	If the notification is for inadequate contract funds, the			<u> </u>	Regulsition N	- Commenda		Dane	
JUS 9200	11 (07/2006)			Ord. Off - Bur. of 1927	demen, Yr	Art. Ser. No - Nº do		Page 4	of 16

Gouvernement du Canada

## Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.		•						
	6.8 Method of Payment								e.
	6.8.1 Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada.								
	6.8.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Technical Authority the Recipient Electronic Payment Registration Request Form. The form can be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.				•		,		
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.				And And And And And And And And And And				•
	6.9 Time Verification  Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.	de constitución de constitució			THE PROPERTY OF THE PROPERTY O				
	6.10 Invoicing Instructions				Michelle Communication of the				
	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.								
US 9200	i1 (a7/2006); .	•		Ord, Off - Bur, de 19279		n, Ser, No-N' de l		Page 5	16

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	Claims cannot be submitted until all work identified in the claim is completed.								
. ]	b. The Contractor's involce must include a separate line item for each subparagraph in the Basis of Payment provision.								
	c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.								
	d. The Contractor must provide the original and an electronic copy of each invoice to the following address:								·
	Department of Justice Canada Communications Branch 284 Wellington Street, EMB 3332 Ottawa, Ontario KIA OHB Attention: Odette Charette Electronic copy to: Odette.Charette@justice.gc.ca Telephone: 613-866-1283								
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.			a production of the state of th					
	6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices								
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.		•						
	6.12 Certifications Compliance								
	The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply								
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	with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
	6.13 Applicable Laws								
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
	6.14 Priority of Documents								
	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.  (a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09); (c) Annex "A" Statement of Work; (d) Annex "B" Basis of Payment; (e) Supply Arrangement Number E60ZT-120001/292/ZT (the "Supply Arrangement"); and (f) the Contractor's Proposal dated November 17, 2015.								
	6.15 Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
	6.16 Replacement of Specific Individuals								<b>4</b>
	<ol> <li>If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</li> </ol>					• .			
	2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the								
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reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract								
6.17 Ownership								
1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.								
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.								
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.		•			-			
6.18 Limitation of Liability - Information management / Information Technology								
a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the								
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	claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.			,					
	b. First Party Liability:								
	<ol> <li>The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:</li> <li>A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";</li> <li>B. physical injury, including death.</li> </ol>	-		-					
	ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.				-				
•	iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.	•		}					
	iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.	-							
	v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:  A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and  B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell			·					
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	titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).			,					
	vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.								
	vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.	-							
	c. Third Party Claims:						}		
·	i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.								
	ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.  iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.			-					
	6.19 Intellectual Property Infringement and Royalties								
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1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.								
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.								
3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.					·			
<ol> <li>If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the</li> </ol>	J							

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	Contractor must immediately do one of the following:  (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or  (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or  (c) take back the Work and refund any part of the Contract Price that Canada has already paid.  If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.							•	
	ANNEX "A" STATEMENT OF WORK								
	1. Project Title								
	Research, Cost-Benefit Analysis and Recommendation Way Ahead of Digital Signage at Justice Canada Head Quarters (HQ)								
	2. Project Objective								
	Reporting to the Manager of Corporate and Internal Communications, the Contractor will outline options to maximize digital signage (Info Screens) at Justice Headquarters as a key communications vehicle that supports the Department of Justice and the government's commitment to digital communications approaches, keeping employees informed of news and events.					-			-
	3. Background Statement								
	Since 2011, three television "info screens" have been operating in the reception area of the Deputy Minister's Office {DMO} and entrance areas at Justice Headquarters in Ottawa {East Memorial Building and St Andrew's Tower). The screens and their operating system, AMX-Inspire Signage Xpress, were purchased and managed by the Management Sector as a means to inform HQ employees of building-related notices. Communications Branch {CB} assumed responsibility of the screens shortly after their purchase to expand their use to draw awareness to important news and events related to departmental /government priorities, and to reinforce messages conveyed through other corporate channels.	·							
	The television screens are reaching the end of their lifecycle. Both the software and hardware are also not currently supported by Shared Services or the Information Solutions Branch. At this								
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	juncture, it is prudent to review some options on how to maximize the impact and reach of the Info Screens to better reflect today's digital workplace and support digital approaches to communications.		•						
	4. Requirement Description							ļ	
	4.1. Scope of Work								
	The Contractor will perform a cost-benefit analysis and evidence-based research on info-screen software/hardware solutions as well as touchscreen and other relevant technologies available to Justice Canada. The Contractor will also research the security, accommodations, IT and Shared Services implications of these solutions in order to provide an informed recommendation on viable, affordable and sustainable technologies that can replace the current outdated Info Screens, providing increased awareness and communication impact associated with it.			·					
	To accomplish the Objective, the Contractor will:  Compare Justice Canada options against best-practice use of Info Screens across the Government of Canada;  Research leading edge technology options for Info Screens;  Identify Resource, Human and Technical, requirements for NCR-HQ deployment;  Provide detailed cost-benefit analysis of proposed options; and  Provide recommendation of best option(s).						A CONTRACTOR OF THE CONTRACTOR		
	4.2. Tasks, Deliverables and Estimated Timelines					, A			į
	The Contractor will perform the following tasks and provide the three deliverables as listed below:								
	Deliverable 1: Research*								
	<ul> <li>A scan of Info Screen software/hardware solutions based on Other Government Departments of comparable size, operating milieus;</li> <li>Research on leading edge technologies including options for touch screens;</li> <li>Research on security, accommodations, IT and Shared Services implications for recommended option(s).</li> </ul>								
	Tasks associated with Deliverable 1:  - Meeting with Justice Canada's employees to determine how Justice Canada wants to incorporate Info Screens into their communication objectives;  - Face-to-Face meetings with various Department Corporate Communications, IT, accommodations, security personnel who use Info Screens to determine best practice and lessons learned;								
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	- Internet research on latest technology options.								
	Estimated Timeline for Deliverable 1: Ten (10) days, to be completed by December 31, 2015**								
	Deliverable 2: Cost-Benefit Analysis*								
	<ul> <li>Cost out various options based on research findings.</li> </ul>								
	Tasks associated with Deliverable 2: - Cost out all resource aspects of implementation in the NCR HQ only - East Memorial Building and St Andrews Tower (FTEs, time to update, tools sustainability, etc.)		-						·
	Estimated Timeline for Deliverable 2: Eight (8) days, to be completed by January 15, 2016**							-	
	Deliverable 3: Recommended Way Ahead*								
	<ul> <li>Provide an informed recommendation with rationale for evidence-based executive decision making - Delivered by PowerPoint (PPT) Presentation. Finalized deck to be provided in electronic format to the Technical Authority by January 20, 2016**</li> </ul>			-	-				
	Tasks associated with Deliverable 3: - Detailed Analysis of findings measured against objectives; - Write up report in Microsoft PPT and Word doc with evidence-based recommendation.					-	: :		
	Estimated Timeline for Deliverable 3; Four (4) days, to be completed by January 29, 2016**								
	*All deliverables and services rendered by the Contractor's resource are subject to inspection by the Technical Authority. Should any deliverable(s) not be to the satisfaction of the Technical Authority, as submitted, the Technical Authority shall have the right to reject it or require correction by the Contractor's resource before payment will be authorized.	-						-	
	**Dates are estimates only and may be rescheduled within the Contract Period with the consent and written approval of the Technical Authority.					•			
	4.3. Technical Environment								
	The Work outlined in this contract will be carried out on the premises of the Contractor. The Contractor's resource will be required to participate in various meetings {in person or via teleconference} as needed in order to discuss deliverables and gather feedback from the Technical Authority and other applicable sources as appropriate.								
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	4.4. Support Provided by Canada								
	The Contractor's resource will be provided with:  - Access to resources and information required to provide support as defined within this SOW.  - Access to Justice Canada's facility for meetings, as required.					_			
	4.5. Travel			-					
	There is no travel associated with this requirement.								
	4.6. Language Requirements		'	ļ					
	All project deliverables must be provided in English. The proposed resource must possess, at minimum, the following proficiency levels in English:								
	Oral Proficiency: Level 3+ Reading Proficiency: Level 3+ Writing Proficiency: Level 3+								
	The description associated with the language requirement can be found at the following website: http://www.international.gc.ca/ifait-iaeci/test_levels-naux.aspx?lang=eng								
	4.7. Location of Service Delivery								
	The work will be carried out on the premises of the Contractor.								
	4.8. Constraints								
	The Contractor will be accompanied at all times by an employee of Justice Canada when in Justice facility and will be provided with a Visitor's pass by security upon arrival at reception. The Visitor's pass must be returned to reception upon exiting the facility.								٠.
	ANNEX "B" BASIS OF PAYMENT								
	1. PROFESSIONAL SERVICES								,
	The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra. Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and			·		•		·	
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	sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked * applicable firm per diem rate) + 7.5 hours								
1	The Contractor will be paid up to a maximum of \$22,000.00*								
	*In Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian Custom duties and excise taxes included.								
	Consultant Name: Category of Personnel: Needs Analysis and Research Consultant Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days within the contract period	•					·		
	OVERTIME WORK								
	No overtime charges will be authorized under this Contract.								
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Canada

Requisition No. - 1000019696

Resulting Contract Clauses E60ZT-120001/501/ZT

### 1. Security Requirement

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B:
  - b. Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 4. General Conditions

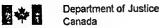
2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 5. Term of Contract

#### 5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

#### 6. Authorities



Requisition No. - 1000019696

## **6.1 Contracting Authority**

The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1239 Ottawa, ON K1A 0H8 Telephone: 613-952-2243

E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **6.2 Project Authority**

The Project Authority for the Contract is: Marie Josée Thivierge ADM Management & CFO Sector Department of Justice Canada 275 Sparks Street, SAT - 9101 Ottawa, Ontario K1A 0H8 Telephone: 613-907-3704

E-mail address: marie-josée.thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.3 Contractor's Representative

108 Duford street

KIL6Z6 Ottawa ON K1S 2C4

Telephone: 613-857-5149 Email: @dennery.ca

7. Payment

7.1 Basis of Payment

s.19(1)

s.20(1)(c)

s.2

Department of Justice Canada

Ministère de la Justice

Requisition No. - 1000019696

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant:

Per Diem Rate:

plus taxes

Consultant:

Per Diem Rate:

plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort							
		Harrison .						
Step I: Prepare	day	day						
Step II: Design	days							
Step III: Facilitate	days	/ days						
Step IV: Document	day	/ days						
Total:		/ days						
Professional Fees:	\$11,200	\$4,000						
Myers-Briggs Type Indicator On line tool including participant set-up,								
coordination and follow-ups.  participants X per participant	\$2,000.00							
Sub-total .	\$17,200.00							
HST	\$2,2	\$2,236.00						
TOTAL	\$19,4	\$19,436.00						

## 7.2 Limitation of Expenditure

- 1.Canada's total liability to the Contractor under the Contract must not exceed \$17, 200.00. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a.when it is 75 percent committed, or

b.four (4) months before the contract expiry date, or

c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

Canada

Requisition No. - 1000019696

#### 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by: a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette Senior Administrative Officer Business Centre - Corporate Services Branch Management & CFO Sector 275 Sparks Street, SAT - 9031 Ottawa Ontario, K1A 0H8 Telephone: 613-698-8174

E-mail: lucie.frenette@justice.gc.ca

#### 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Requisition No. - 1000019696

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;

- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A. Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

## 12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### 14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Requisition No. - 1000019696

### 15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

### 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Requisition No. - 1000019696

## Annexe A - Statement of Work

#### 1. Title

Facilitation Support for the Executive Retreat

#### 2. Objective

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

#### 3. Deliverable

## Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

## Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- · Submit to client for approval; integrate proposed changes
- Finalize design

## Step III: Facilitate

- · Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

## Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

s.19(1) s.20(1)(c)

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#### **AMENDMENT 001**

Resulting Contract Clauses E60ZT-120001/501/ZT

# 1. Security Requirement

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

Ministère de la Justice

Canada

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing
  Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved
  Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial
  Security Directorate, Public Works and Government Services Canada.
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

# 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

# 4.General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 5. Term of Contract

#### 5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

#### 6. Authorities



Department of Justice Canada Ministère de la Justice Canada Requisition No. - 1000019696

# **6.1 Contracting Authority**

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243

E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

# **6.2 Project Authority**

The Project Authority for the Contract is:
Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704

E-mail address: marie-josée.thivierge@justice.qc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 6.3 Contractor's Representative

108 Duford street
Ottawa ON K1S 2C4
Telephone: 613-857-5149
Email: @dennery.ca



s.19(1) s.20(1)(c) Requisition No. - 1000019696

# 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant:

Per Diem Rate:

olus taxes

Consultant:

Per Diem Rate:

plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Le	vel of Effort
Step I: Prepare	day	day
Step II: Design	days	
Step III: Facilitate	days	days
Step IV: Document	day	ays
Total:	Ĥ	ays
Professional Fees:	\$11,200	\$4,000
Myers-Briggs Type Indicator		
On line tool including participant set-up,		
coordination and follow-ups.	\$2,00	0.00
participants X per participant		
Sub-total	\$17,20	00.00
HST	\$2,23	6.00
TOTAL	\$19,43	6.00

# 7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$17, 200.00. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a, when it is 75 percent committed, or
- b.four (4) months before the contract expiry date, or
- c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.
- whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

# 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21—Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15)—Medium to High Complexity—Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

# 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

# 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174

E-mail: <u>lucie.frenette@justice.qc.ca</u>

# 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement:
- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

# 12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

# 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The. Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order

that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

# 15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

# 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### Annexe A - Statement of Work

#### 1. Title

Facilitation Support for the Executive Retreat

#### 2. Objective

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

#### 3. Deliverable

# Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

# Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

#### Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

# Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

s.19(1) s.20(1)(c)

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Requisition No. - 1000019696\_AMI)002

Resulting Contract Clauses E60ZT-120001/501/ZT

#### AMENDMENT 002

The purpose of this amendment is to extend the end date of the contract until March 31st, 2016.

In order to do so:

DELETE: Section 5.1 Period of the Contract in its entirety

REPLACE WITH:

#### 5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to March 31st, 2016.

All other terms and conditions remain the same.

s.19(1) s.20(1)(c)

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Phone: 613-866-24	149		Date		Telephone No No	de téléphone		\$ 24,814.80	MEHENIE	<b>D</b> /
		Your offer is accepted to the extent specified herein.  Votre offre est acceptée aux	You are requested to supply as indicated herein.  Nous yous demandons de	Return the signed co	opy forthwith.	The Vendor hereby accept Le fournisse	/acknowledg	es this contract.	ce du présent contrat et qu'il l'accep	ote.
Vendor No No.du Fournisseur	Fax No No. de Télécopie	conditions exposées dans les	fournir ce qui est précisé	une copie dument si	ignée.	X				
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JUS 9200-11 (07/2006)										000266

# ProServices Medium Complexity (MC) For Directed Contracts below 25K

Resulting Contract Clauses E60ZT-120001/259/ZT

# 1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#7

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List, attached at Annex B;
  - b. Industrial Security Manual (Latest Edition).

# 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Application / Software Architect— Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

# 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

# 4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

# 5. Term of Contract

# 5.1 Period of the Contract

The Work is to be performed during the period of January 11, 2016 to March 31, 2016.

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Department of Justice Canada

Ministère de la Justice Canada Requisition 1000019621

# 6. Authorities

# **6.1 Contracting Authority**

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243

E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

# 6.2 Project Authority

The Project Authority for the Contract is:
Francisco Braga
Manager Digital Workspace
Information Solutions Branch
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Telephone: 613-868-7973

E-mail address: francisco.braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 6.3 Contractor's Representative

Protak Consulting Group (PCG) 343 Preston Street, Suite 1100 Ottawa, Ontario, K1S 1N4 Telephone: 613-866-2449

E-mail:

@protakgroup.com



Department of Justice . Canada

Ministère de la Justice

Requisition 1000019621

# 7. Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees Resource:
Per Diem Rate:
Level of Effort: up to a maximum of days

# 7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$21,960.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

# 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form

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Requisition 1000019621

can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

# 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

# 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

# 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

# 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is

not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

# 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

# 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

# 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2015-09-03) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/259/ZT
- f. The Contractor's bid dated December 29, 2015

# 12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

# 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

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Department of Justice Canada

Ministère de la Justice Canada Requisition 1000019621

# 14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

# 15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

# 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

# 17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has aiready paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Requisition 1000019621

# Annex A - Statement of work

#### 1. Title

Application Architect services for Information Repository Project.

# 2. Background

The Department of Justice recognizes the need for better ways to address its information risk. Through consultation and research conducted in 2011/2012, it was discovered that:

- Staff and management need modern digital tools and timely access to accurate information across Justice to do their jobs better.
- The department is heading towards an information crisis, attributed to:
  - o a focus on paper and misuse of personal storage devices
  - IM/IT investments being made outside of an enterprise approach, leading to information silos
  - o a lack of access to modern information tools for sharing/finding/using across Justice
  - o Misunderstandings about information accountabilities and compliance requirements.
- The problem and risk increase daily by not focusing on departmental information as a strategic asset, particularly the digital information.
- In response to this risk, Justice Canada developed the "information@justice" vision that articulates the future desired state that "Justice Information lives in a sustainable digital environment". This strategy has the following objectives:
  - Managing information as a strategic departmental asset, as part of how Justice does business, using modern digital tools.
- Adoption of a digital information standard and creating a culture of a digital workplace at Justice.
- Leveraging information and technology as part of transformation for better business outcomes. The Department of Justice is now moving into the implementation of the information@justice vision. One of the keystone projects being implemented is a new "digital workspace" for the Justice, which includes:
  - Deployment of SharePoint 2013 for branches, business units, projects, meetings, and others.
  - o Deployment of GCDOCS integrated with SharePoint 2013 collaborations spaces
  - o Migration of active content into SharePoint 2013 and legacy content into GCDOCS.
  - Implement business transformation through the above listed technology.

To date, the Department of Justice has implemented SharePoint functionality and is underway with the integration of GCDOCS.

# 3. Requirement

The company will be required to provide:

- Troubleshoot AGA related errors during transfer from SharePoint to GCDOCS
  - a. Maintaining metadata on version history
  - b. Restore whole libraries/folders at once from GCDOCS back into SharePoint
  - c. Mapping SharePoint user metadata fields to GCDOCS user metadata fields
  - d. Maintaining groups in permissions during archiving process instead of individual users
- Provide approach for automatic retention disposition post transfer from SharePoint
- Scripts to automate transfer of files from big bucket in GCDOCS to appropriate primaries as currently defined in Justice GCDOCS implementation
- Guidance to upgrade AGA to the most current version currently available
- Strategy document for future improvements (roadmap)

# 4. Tasks and Deliverables

# 4.1 General

The work will be conducted in English. Should there be translation required, formal translation will be undertaken by the department of Justice. The Contractor's resource must provide services and all deliverables in English.

# 5. Reporting

The consultant will be responsible for report and provide updates on a weekly basis to the technical authority

# 6. Primary location of work, work site and delivery point

Department of Justice 284 Wellington Street Ottawa, Ontario K1A 0H8

And/or the contractor's premises, as required and agreed upon confirmation with the technical authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

# 7. Language of work

English

# 8. Travel

No travel is required for this contract

# 9. Constraints

The consultant will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

# 10. Confidentiality

The Contractor will be required to sign the "Mutual Confidentiality Agreement".



Department of Justice Canada

Ministère de la Justice Canada Requisition 1000019621

# Annex B – Security Requirements Check List (SRCL)

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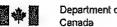
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# **Professional Services Contract** Contrat de services professionnels

Contract N° N° du contrat 4500126833 Standing offer N° N° de l'Offre à commande

E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/A: 02/29/2016

Value of contract - Valeur du contrat Tax Amount Montant de la taxe Total 22,100.00 CAD 2,873.00 CAD 24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine ISB CIO'S OFFICE

DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008 OTTAWA ON KIA 0H8

Financial codes - Codes financiers

18053 -

15

Contact Name - Personne-ressource

Hyde, Cristina

3720

Tel. No - N° de tél. 613-946-1359 Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC. **61A YORK ST** 

OTTAWA ON KIN 5T2

CANADA

Vendor - Fournisseur

101753

Contact Name - Personne-ressource

Tel. No - N° de tél. 613-230-8330

Description - Description

Senior Team

SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015

IM/IT Investment Placemat Development/IM/IT prioritization

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

# APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des

Signature

Date

#### CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Ce contrat a été signé au nom de Sa Majosté la Reine Majosty the Queen in right of Canada by the duly du Chef du Canada par l'agent autorisé. authorized officer.

Signature

DEC 2 4 2015

Date

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in Ministre; selon les termes et conditions énumérés dans this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage â vendre et à fournir au this focument, les termes et conditions énumérés dans les document, les biens et/ou les services spécifiés au at the price(s) setout therefore.



Dec 30, 15

Date

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Tel. No - N° de tél.

613-230-8330

# **Professional Services Contract** Contrat de services professionnels

Contract N° N° du contrat Standing offer N° N° de l'Offre à commande 4500126833 E60ZT-120001/275/ZT Validity Date - Période Valide From/De: 01/11/2016 To/A: 02/29/2016

Value of contract - Valeur du contrat Tax Amount Montant de la taxe Total 22,100.00 CAD 2,873.00 CAD 24,973.00 CAD

Contact Name - Personne-ressource

Issuing Office Address - Adresse du bureau d'origine ISB CIO'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008 OTTAWA ON KIA 0H8 Financial codes - Codes financiers

18053 -15 3720 Tel. No - N° de tél. Contact Name - Personne-ressource Hyde, Cristina 613-946-1359

Contractor's name and address - Nom et adresse de l'entrepreneur SYSTEMSCOPE INC. 61A YORK ST OTTAWA ON KIN 5T2 CANADA Vendor - Fournisseur 101753

Description - Description Senior Team SYSTEMSCOPE FY 2015/16 -January 11, 2016 to February 29, 2016 QUOTE DATED DECEMBER 16TH, 2015 IM/IT Investment Placemat Development/IM/IT prioritization

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

Signature<sup>t</sup>

DEC 2 4 2015

M. AKERLEY CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Ce contrat a été signé au nom de Sa Majesté la Reine Majesty the Queen in right of Canada by the duty du Chel du Canada par l'agent autorisé, authorized officer.

Signature

M). AKERLE

DEC 24 2015

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

Date

Date

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to L'entrepreneur s'engage à vendre et à fournir au the Minister, upon the terms and conditions set out in Ministre, seton les termes et conditions énumérés dans his document, les bupplies and/or services listed herein at the price(s) setout therefore, prix identifié dans le document.

Signature

Date





Gouvernement du Canada

Page: 3

# Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat Standing offer N° N° de l'Offre à commande E60ZT-120001/275/ZT

#### **GENERAL CONDITIONS**

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/lfe-vl.html

#### CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html s.19(1)

Po 4 4 5 00 12 6 8 33 information Act/
Divulgé(s) en vertu de la Loi sur l'accès à l'information
Po 4 4 5 00 12 6 8 33

Dec. 23/15

# Systemscope

December 16, 2015

Mari Akerley Chief Information Officer Justice Canada 275 Sparks Street Ottawa, Ontario K1A 0H8

Dear Ms. Akerley,

# Re: Justice Canada - IM/IT Investment Placemat Development

Thank you for the opportunity to assist Justice Canada in the development of an IM/IT Investment Placemat. The purpose of the placemat is to illustrate the corporate ranking criteria and business priorities for senior management, and to demonstrate how these criteria result in the assessment/positioning of IM/IT investment projects. This will allow senior management to make key decisions and discuss potential "trade-offs" while understanding the strategic and operational implications for doing so.

We understand that the IM/IT investment placemat must be completed by February 29, 2016, assuming a start date of January 11, 2016. Systemscope will be tasked with:

- Holding a project initiation meeting with the CIO, Director of the Enterprise PMO Division and select members of their management teams to confirm scope, timeframes, key milestones, respective responsibilities on the project and other items;
- Facilitating engagement sessions with the CIO, Director of the Enterprise PMO Division and management team members on senior audience requirements, specifically the "storyline" of the placemat, desired content and visual attributes;
- Analyzing a number of placemat inputs (IM/IT strategic plans, financial criteria, etc);
- Developing placemat options from a usability and data visualization standpoint; and
- Completing draft (2 iterations maximum) and final placemats for consideration and approval.

We are propo	osing a senior team comprised of	and	for this
assignment.	s a Systemscope	with over 20 years of	of management consulting
experience in	the federal government. He most r	ecently led two (2) IM/I	T investment placemat
	initiatives for Transport Canada (Ma		
senior consul	tant with Systemscope with over 10	years of consulting expe	erience in management
consulting an	d data visualization. She participate	ed on the IM/IT investme	ent placemat work with
	and is working on an investment place	cemat for Agriculture an	d Agri-Food Canada.

s.19(1) s.20(1)(c)

We estimate that this work will take 22 person days of ef	Tort at the	tollowing	rates
---	-------------	-----------	-------

Denis Barbeau - days @ diem Linda Forrester - days @ 00/diem



Total

\$ 22,100.00

Our HST number is 123033615RT0001.

Once again, thank you for the opportunity. Please feel free to contact me if you have any comments or questions. We look forward to working with you on this exciting initiative.

Yours truly,



Cc:

Katie Hammoud, Director, Enterprise PMO Division

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Gouvernement du

s.19(1)

Page: 1

# **Professional Services Contract Amendment** Contrat de services professionnels Modification au contrat

Contract N° N° du contrat 4500126833 Standing offer N° N° de l'Offre à commande

E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/A: 03/31/2016

Amendment N°.
N° de la modification Previous Total Total précédent Inc./Dec. Aug./Dim Value of contract - Valeur du Tax Amount Montant de la taxe Total 0.00 22,100.00 2.873.00 CAD 24,973.00 CAD 001 22,100.00

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE

DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008

OTTAWA ON KIA 0H8

Financial codes - Codes financiers

Contact Name - Personne-ressource

18053 -15

3720 Tel No - Nº de tél.

Hyde, Cristina

613-946-1359

Contractor's name and address - Nom et adresse de l'entrepreneur SYSTEMSCOPE INC.

61A YORK ST

OTTAWA ON KIN 5T2

**CANADA** 

Vendor - Fournisseur

101753

Contact Name - Personne-ressource

Tel. No - N° de Iél. 613-230-8330

Description - Description

Senior Team

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall převail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

FEB 1 2 2016

KiHammard Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Ce contrat a été signé au nom de Sa Majesté la Reine Majesty the Queen in right of Canada by the duly du Chef du Canada par l'agent autorisé, authorized officer.

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

1 2 2016

Signature

Date

Address - Adresse

K. Hammoud

CONTRACTOR'S ACCEPTANCE - 'ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to L'entrepreneur s'engage à vendre et à fournir au the Minister, upon the terms and conditions set out in Ministre, selon les termes et conditions énumérés dans this document, les biens et/ou les services spécifiés au at the price(s) setout therefore.



Feb 22, 2016

Date

Canada Canada



Gouvernement du Canada

Page: 2

# Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N° | Standing offer N° N° du contrat | N° de l'Offre à commande | E60ZT-120001/275/ZT

SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization
Senior Team
AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

480 min 480

SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization



Gouvernement du Canada

Page: 3

# Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N° N° du contrat Standing offer N° du contrat 4 5 0 0 1 2 6 8 3 3 E 6 0 Z T - 12

N° de l'Offre à commande E60ZT-120001/275/ZT

#### **GENERAL CONDITIONS**

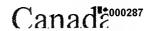
The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html

#### **CONDITIONS GÉNÉRALES**

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/pr-rp/pmj-cp/cont/vl-lfc.html





Gouvernement du Canada

s.19(1)

Page: 1

# **Professional Services Contract Amendment** Contrat de services professionnels Modification au contrat

Contract N° N° du contrat Standing offer N° N° de l'Offre à commande 4500126833 E60ZT-120001/275/ZT Validity Date - Période Valide

From/De: 01/11/2016 To/A: 05/31/2016

Amendment N°.
N° de la modification Previous Total Total précédent Inc./Dec. Aug./Dim. Value of contract - Valeur du Tax Amount Montant de la taxe Total 002 22,100.00 0.00 22,100.00 2,873.00 CAD 24.973.00 CAD

Issuing Office Address - Adresse du bureau d'origine ISB CIO'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008 OTTAWA ON KIA 0H8

Financial codes - Codes financiers 18053 -15 3720 Contact Name - Personne-ressource Tel. No - N° de Iél. Hyde, Cristina 613-946-1359

SYSTEMSCOPE INC. **61A YORK ST** OTTAWA ON KIN 5T2 **CANADA** Vendor - Fournisseur 101753 Contact Name - Personne-ressource Tel. No - N° de tél. 613-230-8330

Contractor's name and address - Nom et adresse de l'entrepreneur

Description - Description Senior Team

payment herein.

AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

# FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des

Address - Adresse

Signature

FEB 29 2016

Date

#### CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Ce contrat a été signé au nom de Sa Majesté la Reine Majesty the Queen in right of Canada by the duly du Chef du Canada par l'agent autorisé. authorized officer,

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

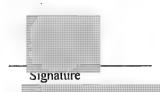
Signature M. Aker

2 9 2016

Date

# CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRÊNEUR

The Contractor offers and agrees to self and supply to L'entrepreneur s'engage à vendre et à fournir au the Minister, upon the terms and conditions set out in Ministre, selon les termes et conditions énumérés dans this document, les biens et/ou les services spécifiés au at the price(s) setout-therefore.



Feb 29, 2016

Date

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Gouvernement du Canada

Page: 2

Professional Services Contract Amendment Contrat de services professionnels Modification au contrat | Contract N° N° du contrat | Standing offer N° N° de l'Offre à commande | 4500126833 | E60ZT-120001/275/ZT |

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization
Senior Team
AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization

ATT C . 44-

March 1973



Gouvernement du Canada

Page: 3

# Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N°	Standing offer N°
N° du contrat	N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

## **GENERAL CONDITIONS**

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html

#### CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/vl-lfc.html

For the Minister - Réserve au Ministre

el qu'il l'accepte.

Title - Titre ("FO

Total Estimated Cost Cout global estimatif

Signature

The Vendor hereby accepts/ack Le fournisseur reconneil par les

\$ 38,808.72

Government of Gouvernement du Canada Canada		Arrangement en mat		ent Solicitation/Contract relatif aux invitations à soumissionner et aux con	ıtrats
From - Ded COCONETU, TRAIAN	Date of solicitation - Date de l'i	nvitation à soumissionner	Accounting Office Code Code du bureau comptable	Requisition No Demande Ord. Off - Bur, deman Yr An, Ser No - N° de série	Page 1 of 13
NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE	Clauses (1) and (2) below will for Les clauses 1 et 2 ci-dessous for	m part of this: nt partie du document de :	19402 Destination	19402 16 9523	Inspection Agency - Chargé de l'inspection  Consignee at Destinataire au point
284 WELLINGTON ST OTTAWA ON K1A OH8 CANADA	Request for proposal	Demande de proposition	ISB ADMINISTRA	JUSTICE CANADA	destination unless de destination sauf specified herein. de destination sauf si indiqué ci-bas.
PHONE: 613-301-9709 FAX:	Contract  Amendment	X Contrat  Modification	275 SPARKS ST OTTAWA ON KIA		Direct Inquires to: Adresser toules demandes de rens. à : COCONETU, TRATAN
Unices otherwise indicated herain by the Crown, all prices are to be in Canadián funds and in	lude applicable Canadian customs	All invoices, shipping bills Le numéro figu and packing stips must doi être indique	CANADA  want dans celle case é dans toutes les factures.	Invoices - Original and two copies are to be sent to. Factures - Remptir et envoyer l'original et deux copies à :	613-301-9709
duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GSI prices GST is included in the total estimated cost. Prices include packing, packaging and are destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see th	is extra as applicable to the unit F.O.B. (including all delivery charges)	include the number indicated in this box loss less conna bordereaux de 1940269	issements et lous les iccompagnement	ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-37	601
À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix sero de douane canadiens et la taxe d'accise perfinents compris. La taxe sur les produits et service prix unitaires. La TPS applicable aux prix unitaires est en sus, La TPS est comprise dans le ci- les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison).	s (TPS) n'est pas comprise dans les ut total estimatif. Les orix comprenden	Amendment No -No. de la modification P	revious Value - Valeur précédente	275 SPARKS ST ROOM 12006 OTTAWA ON KIA 0H8	02)
les frais d'amballage et de conditionnement et sont FAB (y compris tous les frais de livraison) présentes. Les taxes municipates ne s'appliquent pas. En ce qui concerne les taxes provincial d'approvisionnement	os, volt l'Arrangement en matière	Inc /Decs Aug /Dim, R	evised Value - Montant Révisé	CANADA	
The 'Minister' means the Minister of Justice Canada and any other person authorize     Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désigné					
<ol> <li>The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-1200 Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, interve sont incorporées dans les présentes.</li> </ol>					

You are requested to supply as indicated herein.

Nous vous demandons de fournir co qui est précisé dans les présentes.

ilgnature

Your offer is accepted to the extent specified herein. Votre offre est accepted aux conditions exposées dans les présentes.

KANATA ON K2K 0J7

Phone: 613-271-6421

Fax No.- No de Télécopie

Vendor No.- No.du Fournisseur

143402

JUS 9200-11 (07/2006)

CANADA

ltem Article		Description	From - De Y-A M D-J	To-À Y-AMD√J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	•
	CONTRACT DOCCUMENTS										
	The following documents sha	all form part of this contract:				•					
	<ol> <li>The ProServices Supply I included all clauses terms</li> </ol>	Arrangement Number E60ZT-120001/205/ZT, and conditions.									•
	2) The Vendor Submission er Programmer/Analyst' dated	ntitled ''ProServices - Level 3 December 14,2015.							٠		
Solicitation At - Å	n closes - L'invitation à soumissionnet prend fin le 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and services listed herein and on any attached sheets at the price(s) set out therefor Rea an offer to sell.	conditions set out herein sponses to a request for	n, including the attachmo proposal by a potential	ents hereto, the supplies supplier will be consider	andfor State pointing and as Indiques	int of manufacture/shipp r le lieu de fabrication ou r doivent être rendus.	ing of goods d'expédition	s or where service is to b n des biens, ou encore le	e performed. Ised où les	- Annual Marie Control of the Contro
On - Le		Le fournisseur offre et convient de vendre au l'Aintstré, aux conditions stipulées dans deux, énunérés dans les présentes et dans toute annexe aux présentes, au ou aux ; fournisseur éventuel seront considérées comme des offres de vante,	les présentes et dans la orix indiqués. Les répons	es documents ci-joints, la ses à uno demande de p	ar biens ou services, ou proposition présentée pa	run FO.8 F	Point - Point FAB		stination		_
I4C	address of Vendor - Nom et adresse du fournisseur CONSULTING INC.	Name and tille of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne authorize à signer au nom du fournisseur (en lettres mou	lées)			En verti sont dis	a de l'article 32/11.de la	Financial Ad loi sur la ge	dministration Act, funds a estion des finances public	ire available. gues des fonds	
201-	1283 TERON ROAD						5	ignature		Date	

Date January II, 20 Mephone No. - Nº de léléphone

Return the signed copy forthwith, Prière de relourner immédialement une copie dûmant signée.



## Gouvernement du Canada

	Description	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No of Days N° de jours	Fees Nat Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS		Total
-	3) The Annexes of the Contract.									
	CONTRACT CLAUSES							.1		
	The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).	:								
1	The following clauses and conditions apply to and form part of the present contract resulting from the bid solicitation number 1000019523:				:			†		
:	1 Security Requirements				,					
1 .	The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19		, ,							
	i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).									
	ii. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.				,					•
	iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.									
	iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.									
	v. The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition).			:						
	2 Statement of Work									
	This bid solicitation is being issued for the requirement of Professional Services Programmer/Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work.									
	3 Standard Clauses and Conditions									
	(07/2006)		L	L	Requisition No	o Demande		Page 2	of de	13



# Gouvernement du Canada

	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.				-				
	3.1 General Conditions				, ,				
	2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
	4 Term of Contract								
	4.1 Period of the Contract				·				
	The Work is to be performed during the period from January 15,2016 to March 31, 2016.				,				
	4.2 Option to Extend the Contract								
	The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two(2) additional months under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.  Canada may exercise this option at any time by sending a written notice to the Contractor at least five(5) calendar days before the				•				
	expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.								
	5 Authorities								
	5.1 Contracting Authority								
	Contact Name: Traian Coconetu Title: Senior Contracting Officer Telephone: 613-301-9709 E-mail address: traian.coconetu@justice.gc.ca								
	Department Name and Address: Department of Justice Canada 284 Wellington Street, EMB 1251 Ottawa, Ontario			·					
	KIA 0H8 Canada			,					
1-11	(07/2006)			Ord. Off - Bur. d	Requisition No			Page 3	ب ب 13

Government of Canada

#### Gouvernement du Canada

	Description	From - De Y-A M D-J	A - oT L-D M A-Y	Consignae Code Code consignataire	No. of Days N° de jours	Fees Nat Limit Taux/Val, timite	GST% %TPS	GST Total Total TPS	Total
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.								
	5.2 Project/Technical Authority			·					
	Contact Name: Odile Le-Do Title: A/Manager iCase Development and Support Telephone: (613) 302-3549 E-mail address: Odile.Le-Do@justice.gc.ca								
	Department Name and Address: Department of Justice Canada 275 Sparks Street, TSA 12052 Ottawa, Ontario KIA 0H8 Canada								
	The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.								
	5.3 Contractor's Representative								<u> </u>
	Contact Name: Telephone:613-614-4398 E-mail address: 3i4c.com								
	6 Proactive Disclosure of Contracts with Former Public Servants								
	By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.								
	7 Payment								
	7.1 Basis of Payment								
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# Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux Invitations à soumissionner et aux contrats

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The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra.	5 C							
7.1.1 Period of the Contract (From January 15,2016 to March 31,2016)		regulari mananan isang di kacamatan kananan kananan kananan kananan kananan kananan kananan kananan kananan ka	-					
Resource : Per Diem Rate: Level of Effort: up to a maximum of days		- -						
7.1.2 Option to Extend the Contract (From April 1,2016 to May 31,2016)							·	
Resource : Per Diem Rate: Level of Effort: up to a maximum of days		er et en en en en en en en en en en en en en						
Definition of a Day/Proration for the purpose of this Contract:								
A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.								
Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked * applicablism per diem rate) ÷ 7.5 hours.	1							
Overtime work								
The proposed resource must be available to work outside standard working hours during the duration of the Contract. No overtime charges will be authorized under this Contract.	d					The state of the s		
Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.				Market and the second s				
7.2 Authorized travel and Living Expenses								
Canada will not pay any travel or living expenses associated wit performing the Work.	th			-				
7.3 Limitation of Expenditure								
Canada's total liability to the Contractor under the Contract munot exceed \$ 34,344.00. Customs duties are included and Applicable	ist ole							
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	Taxes are extra.								
	No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.								
	The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:								
	a) when it is 75 percent committed, or b) four (4) months before the contract expiry date, or c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.								
	If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.								
1	8 Method of Payment								
	8.1 Monthly Payment								
	Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:								
	a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada.				4				
	8.2 Payment by Direct Deposit								<u> </u>
	Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.  To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice								
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	internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.		``						
Water Principal and the first framework and the second	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.							•	
l	9 Time Verification								
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.					·			
l	10 Invoicing Instructions								
	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.							·.	
	b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.								
ammunitary management	c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.	:							
	d. The Contractor must provide the original and an electronic copy of each invoice to the following address:			-					
	Department of Justice Canada ISB Internal Services 275 Sparks Street, Room 12006 Ottawa, Ontario K1A 0H8 Attention: Electronic copy to: admin.services-isb@justice.gc.ca							'aī	
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.								
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	11 No Responsibility to Pay for Work not performed due to Closure of Government Offices								
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	12 Certifications Compliance								
	The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.	·							
	If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
	13 Applicable Laws								
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.							:	
	14 Priority of Documents								
	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.								
	<ul> <li>(a) the Articles of Agreement;</li> <li>(b) the general conditions 2010B (2015-03-09);</li> <li>(d) Annex A, Statement of Work;</li> <li>(e) Annex B, Basis of Payment</li> <li>(f) Annex C, Security Requirements Check List;</li> <li>(g) Supply Arrangement Number E60ZT-120001/205/ZT (the "Supply</li> </ul>								
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	Arrangement"); and (h) the Contractor's bid dated December 14,2015.								
	15 Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.				•				
1	16 Replacement of Specific Individuals								
	1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.		·						
	2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed replacement; and  (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								
	3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract								
	17 Ownership	:							
	1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.				٠				- Andrews
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2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon suc payment being made. This transfer of ownership does not constitut acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.	e							
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.								
4. Upon transfer of ownership to the Work or any part of the Work or Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.	rk							
18 Limitation of Liability - Information management/Information Technology								
a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performanc of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for thos damages.	e s				•			
b. First Party Liability: i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:								
A. any infringement of intellectual property rights to the extended the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";  B. physical injury, including death.  ii. The Contractor is liable for all direct damages affecting record tangible personal property owned, possessed, or occupied by Canada.		· ·						

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iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.								
iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.								
v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:								
A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and								
B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).								
vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.	•							de constituente de la constituen
vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.								
c. Third Party Claims:								
i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally								-



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determined by a court of competent jurisdiction, where the court determined by a court of competent jurisdiction, where the court determined by a court of competent jurisdiction, where the court character is that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.  ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor is portion of the damages result of joint and several liability the contractor is only liable for reimbursing Canada for the Contractor is only liable for reimbursing Canada for the Contractor is only liable for reimbursing Canada for the Contractor is only liable for reimbursing Canada for the Contractor is only liable for reimbursing Canada for the Contractor is only liable for reimbursing Canada for the Contractor is portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate the party is a result of joint and several liability that relate the party is nead or tangile personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.  iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.  19 Intellectual Property Infringement and Royalties  1. The Contractor represents and warrants that, to the best of its knowledge, neither in or Canada will infringe any third party's intellectual property infringement or royalties related to the Work. The Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act,	T	Canada	1							
determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement of the determined by the court to have been the Party's portion of am Party unless its authorized errors and the party's price of a several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i) with artipe covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party; including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.  13. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.  13. Intellectual Property Infringement and Royalties  14. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property infringement or royalties of any kind to anyone in connection with the Work.  25. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1885, c. Jec, Ahe Attorney General of Canada must have the regulation and conduct of attorics that the Contractor agrees to partic	lem rticle	Description		1	-	No. of Days N° de jours	Fees Val. Limit TauxVal, limite	GST% %TPS	GST Total Total TPS	Total
liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.  iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.  19 Intellectual Property Infringement and Royalties  1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs,		determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized								
third parties to the extent described in this paragraph c.  19 Intellectual Property Infringement and Royalties  1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs,		liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion							•.	
1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.  2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs,		iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.								
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concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs,		its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of								
claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.		concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the								
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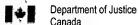
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	3. The Contractor has no obligation regarding claims that were only made because:								
	(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or								
	(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or								
	(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or								
	4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:								
	(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or								
	(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or							**************************************	•
	(c) take back the Work and refund any part of the Contract Price that Canada has already paid.								
-	If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.				·			The state of the s	
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Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.





#### CONTRACT SPECIFICATIONS

The following clauses and conditions apply to and form part of the resulting contract:

#### 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.4 The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List attached at Annex B;
  - b. Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

This Contract is being issued for the requirement of Facilitation Professional Services for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 4. Term of Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

#### 5. Authorities

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kayla Pordonick Senior Contracting Officer Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8 Telephone: 613-948-2525

Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract is:

Elizabeth Hendy Director General, Programs Branch Department of Justice Canada s.19(1)

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-4344

Department of Justice

Email: Elizabeth.Hendy@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.3 Contractor's Representative

Telephone: 613-236-333

Email:

@lansdowne.com

#### **Payment**

#### 6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$3,000.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

#### Accounts and Audit

- 8.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 8.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 8.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 8.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 9. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Ministère de la Justice Canada

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 10. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 10.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 10.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 11. Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Supply Arrangement Number E60ZT-120001/458/ZT; and
- (f) the Contractor's bid dated January 20, 2016.

## 14. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 15. Replacement of Specific Individuals

- 15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that

Ministère de la Justice Canada

the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 16 Ownership

- 16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 17. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### ANNEX A - STATEMENT OF WORK

The facilitator(s) will deliver a half-day workshop for the Programs Branch on February 2, 2016. The purpose of the workshop to develop a "Storyline" for the Programs Branch by engaging employees in a number of activities and dialogue to gain a better understanding of each Directorates contribution to the Branch, and how the Branch forms a valuable part of "Canada's Legal Team".

## The facilitator will:

- Work in collaboration with the Programs Branch Planning Committee to confirm ideal workshop outcomes, and design the agenda for the workshop, including its process and methodology.
- Deliver an energized half-day workshop in English and French, using a collaborative approach, ensuring that the workshop achieves the desired outputs.
- Ensure a variety of applications are experienced by participants, including 'LEGO Serious Play' and guide
  discussions based on emerging themes or areas requiring deeper discussion.
- Following the workshop, provide the Programs Branch Planning Committee with a workshop summary in a visual format.
- Provide the Programs Branch with a post-event satisfaction survey that can be customized.
- Administer the survey and provide a copy of the report from the online survey tool.

#### **Deliverables:**

- Finalized workshop overview and agenda
- Experiential workshop using 'LEGO Serious Play'
- Draft and Final Workshop summary in visual format
- Post Event satisfaction survey and results

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Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/786 sont incorporées dans les présentes.

JUS 9200-11 (07/2006)

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Department of Justice Canada Ministère de la Justice Canada .Requisition 1000019943

# ProServices Medium Complexity (MC) For Directed Contracts below 25K

Resulting Contract Clauses E60ZT-120001/786/ZT

## 1. Security Requirement

# SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level SECRET as required, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. Industrial Security Manual (Latest Edition).

## 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) ERP Functional Analyst – Intermediate for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

# 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.



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#### 5. Term of Contract

# 5.1 Period of the Contract

The Work is to be performed during the period of February 2, 2016 to March 31, 2016.

#### 6. Authorities

# **6.1 Contracting Authority**

The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243

E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

# 6.2 Project Authority

The Project Authority for the Contract is:
Claudie Besner
Manager Financial System, FPB
Management Sector
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Telephone: 290-0181

E-mail address: claudie.besner@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 6.3 Contractor's Representative

111 Duke Street, Suite 3600 Montreal (Quebec) H3C 2M1 Telephone: 613-858-2788

E-mail:

@beyondtechnologies.ca

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s.19(1)

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## 7. Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees

Resource:

Per Diem Rate:

Level of Effort: up to a maximum of

days

# 7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$21,250.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 7.3 Method of Payment -- Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

# 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

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To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21 – Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.

## 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s), d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

  Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

# 8. Involcing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices
  - (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the

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evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

# 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

# 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2015-09-03) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/786/ZT
- f. The Contractor's bid

# 12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

# 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

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# 14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

# 15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

# 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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## 17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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# Annex A - Statement of work

#### 1. Title

ERP Functional Analyst Level 2 - Sales Distribution Module (SAP)

#### 2. Objective

Create a Working Prototype (in SBX) to accommodate the New Advance Billing Model in regards with the Legal Service Review Wave II for Cost Recovery starting at the Department of Justice in 2016-2017

# 3. Requirement

The scope of the work will include the addition of a new business requirement for the Cost Recovery Process at Justice. In addition of the current process (monthly billings), now, advance billing will be performed for clients above \$200k (yearly forecast). Billings will be done 3 times a year (50% in May, 40% in August and 10% in Nov). The revenue will be recognized monthly against actual costs.

## 4. Tasks and Deliverables

- Identify, evaluate, recommend and implement SAP configuration solution(s) to support advance billing for identified clients under the advance billing regime.
- Identify, evaluate, recommend and implement SAP configuration solution(s) to support the generation of advance billing journal entry transactions the clients above \$200k.
   (prepaid)
- Identify, evaluate, recommend and implement configuration solution(s) to support the Cost Recovery Recognized Revenue Process for clients above \$200K.
- Identify, evaluate, recommend and implement SAP configuration solution(s) to support the Monthly Billing Process for FI invoices for clients over \$200K

# 5. Deliverables and Acceptance Criteria

- Configuration and testing to be completed by March 31<sup>st</sup> in Sandbox for new fiscal year starting April 1<sup>st</sup>, 2016
- Documentation of all steps for configuration and development to allow Justice to reproduce work in the Department of Justice IFMS landscape.

# 6. Access to Systems

The Contractor will be given access to SAP system including all landscapes

# 7. Primary location of work, work site and delivery point

Department of Justice 284 Wellington Street Ottawa, Ontario K1A 0H8

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Department of Justice Canada

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8. Travel

No travel is required for this contract

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# Annex B – Security Requirements Check List (SRCL)

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Requisition No. - 1000020101

Resulting Contract Clauses E60ZT-120001/501/ZT

#### 1. Security Requirement

# SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

- 1. The Contractor must, at all times during the performance of the Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 2. The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED Information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 4.General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

#### 5.1 Period of the Contract

The Work is to be performed during the period of February 12, 2016 to March 31st, 2016.

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Afinistère de la Justice

Requisition No. - 1000020101

#### 6. Authorities

#### 6.1 Contracting Authority

The Contracting Authority for the Contract is: Beverly Charette Director of Contracting and Materiel Management Department of Justice Canada Ottawa, ON K1A 0H8

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **6.2 Project Authority**

The Project Authority for the Contract is: Michel Brazeau Director General Human Resource Department of Justice Canada 275 Sparks Street, SAT - 9101 Ottawa, Ontario K1A 0H8 Telephone: 613-941-1867 E-mail address: michel brazeau@justice.qc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.3 Contractor's Representative

108 Duford street
Ottawa ON K1S 2C4
Telephone: 613-857-5149
Email: @dennery.ca

#### 7. Payment

#### 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$6,837.50 Customs duties are included and Applicable Taxes are extra.

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s.19(1) s.20(1)(c)

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Ministère de la Justic Canada Regulsition No. - 1000020101

Consultant: D. Dennery

Per Diem Rate: \$1,600.00 plus taxes

Consultant: M. Domagalski Per Diem Rate: \$925 plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort						
		and the second second					
Step I: Prepare	day						
Step II; Design	day						
Step III: Facilitate	days	days					
Step IV: Document	day	days					
Total:	days	Jays					
Professional Fees:	\$5,600.00	\$3,237.50					
Sub-total	\$8.8	37.50					
HST	\$1,148.87						
TOTAL	\$9,986.37						

#### 7.2 Limitation of Expenditure

- 1.Canada's total liability to the Contractor under the Contract must not exceed \$8,837.50. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a.when it is 75 percent committed, or

b.four (4) months before the contract expiry date, or

c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first

 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract If:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter,

#### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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#### 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 8. Involcing Instructions

The Contractor must submit invoices in accordance with the section entitled "invoice Submission" of the general conditions. Invoices cannot be submitted until all work Identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoíces must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Solange Labbé
Administrative Assistant
Human Resources Branch
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-946-7476
E-maii: solange: labbe@justice.gc.ca

## 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the taws in force in Ontario.



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#### 11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a, the Articles of Agreement:
- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A. Statement of Work
- d. Supply Arrangement Number E60ZT-120001/501/ZT
- e. The Contractor's bid

#### 12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

where the material developed or produced consists of material subject to copyright, with the
exception of computer software and all documentation pertaining to that software.

#### 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original, Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 14. Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide;
- (a) the name, qualifications and experience of the proposed replacement, and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable:
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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#### 16. Ownership

- Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon traitsfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contract or or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including Injury resutting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 17. Intellectual Property Infringement and Royalties

- The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royaltles of any kind to anyone in connection with the Work,
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act.</u> R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully In the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



Ministère de la Justic Canada Regulsition No. - 1000020101

- (b) Canada used the Work or part of the Work with a product that the Contract of Id not supply
  under the Contract (unless that use is described in the Contract or the manufacturer's
  specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items with be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that Infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- If anyone claims that, as a result of the Work, the Contractor or Canada is Infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly Infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Department Cenada Ministère de la Justin Canada Requisition No. - (00002010)

#### Annexe A - Statement of Work

#### TITLE

Design and facilitation support for the Human Resources Branch Executive Retreat to be held on February  $16^{\rm th}$  and  $17^{\rm th}$ , 2016

#### 2 OBJECTIVE

Facilitate in-depth conversations about the impact of change on staff and service operations, as well as priorities for your business transformation for the coming year.

#### 3 BACKGROUND STATEMENT

The Human Resources Branch is organizing an executive retreat focused on Leadership in Service Excellence. This retreat is key to bringing the extended management team up to date regarding organizational changes and aligning team efforts to deliver on priorities for the coming year.

#### 4 REQUIREMENT DESCRIPTION

Provide design and facilitation at a Human Resources Executive Retreat February 16 and 17, 2016.

#### 4.1 Scope

#### Preparation:

Meet lead organizers; familiarize with documentation

#### Design:

- Develop facilitated approach for Change Management
- Provide overall advice on the Agenda.
- Development/adaptation of meeting materials and handouts

#### Facilitate:

- Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights

#### Document:

- · Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

#### 4.2 Tasks / Detailed Services

Step I: Prepare -- Meet with lead organizers; familiarize with documentation

- Two meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Canada

Ministère de la Justice Canada

#### Step II: Design

- Develop facilitated approach for Change Management and Simple Rules components.
- Provide overall advice on the 2 day Agenda.
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

#### Step III: Facilitate

- · Facilitation of the two-day retreat
- . . Debrief after Day 1 and review of highlights with clients

#### Step IV Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

#### 4.3 Deliverables and Acceptance Criteria

#### Step I: Prepare -- Meet lead organizers; familiarize with documentation

- Two meetings (1 teleconference and 1 in person) with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

#### Step II: Design

- Develop facilitated approach for Change Management and Simple Rules components.
- · Provide overall advice on the 2 day Agenda,
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

#### Step III: Facilitate

- · Facilitation of the two-day retreat
- . Debrief after Day 1 and review of highlights with clients

#### Step IV Document

- · Familiarization with background plans/reports
- Detailed note taking during the retreat
- · Synthesis Report post retreat

#### 4.4 Language Requirements

- · Facilitation services will be provided in both official languages
- . Meeting materials and handouts will be bilingual
- \* Synthesis Report post retreat will be prepared in English

#### 4.5 Location of Service Delivery

Ottawa, Ontario (National Capital Region

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# Supply Arrangement Solicitation/Contract

OTTAWA ON K1R 7X9

CANADA

Canada	anada	relatif aux invitations a soumissionner et aux cont	rats				
From-Ded PORDONICK, KAYLA	Date of solicitation - Date de l'i	nvitation à soumissionner	Accounting Office Code Code du bureau comptable 19294	Requisition No Demande Ord. Off - Bur. deman. Yr An. Ser. No - N° de série 19294 16 0112	Page 1 of 1		
NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE	Clauses (1) and (2) below will for Les clauses 1 et 2 ci-dessous for		Destination .	19294 16 0112	Inspection Agency - Chargé de l'inspection  Consignee at Destinataire au point		
284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA	Request for proposal	Demande de proposition	DW-DIR PROJECT DEPARTMENT OF	destination unless specified herein. Si indiqué ci-bas.			
PHONE: 613-946-9012 FAX:	Contract	X Contrat  Modification	275 SPARKS ST OTTAWA ON KIR		Direct inquiries to: Adresser toutes demandes de rens. à :		
EAA.	Amaroman		CANADA		PORDONICK, KAYLA 613-946-9012		
Unless otherwise indicated herein by the Crown, all prices are to be duties and excise taxes. The Goods and Services Tax (GST) is excit		and packing slips must doi être indiqué	rant dans cette case dans toutes les factures, ssements et tous les	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :			
prices. GST is included in the total estimated cost. Prices include pa destination(s) specified herein; municipal taxes are not applicable; for	cking, packaging and are F.O.B. (including all delivery charges)		ccompagnement.	DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT:CATHERINE CHARBONNEAU (613-	-941 <i>-</i>		
À moins d'indication contraire dans les présentes de la part de la Co de douane canadiens et la taxe d'accise pertinents compris. La taxe		Amendment NoNo. de la modification Pr	evious Value - Valeur précédente	275 SPARKS ST ROOM 11014			

Revised Value - Montant Révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

613-249-3996

prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprenner les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les

présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/259/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/259/ZT sont incorporées dans les présentes.

Inc./Decs. - Aug./Dim.

Item Article		Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Còde Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	L3 Enterprise Architect -		2016.02.25	2016.03.31	19294			13%	2,808.00	24,408.00
	Financial Codes Codage financier 0130-19090-15-502291-3720	Amount Montant -4070 21,600.00								
	The currency of this P.O.									
Solicitatio At - À	n closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and services listed herein and on any attached sheets at the price(s) set out therefor. Rean offer to sell	conditions set out herein esponses to a request for	n, including the attachme proposal by a potential	ents hereto, the supplies supplier will be conside	and/or State por Indiquer services	int of manufacture/shipp le lieu de fabrication ou doivent être rendus.	ng of goods d'expédition	or where service is to be des biens, ou encore le	performed. lieu où les

Le fournisseur offre et convient de vendre au Ministré, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente. F.O.B. Point - Point FAB Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds Name and address of Vendor - Nom et adresse du fournisseur Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées) sont disponibles PR PROTAK CONSULTING GROUP INC 10000201 1100-343 PRESTON ST OTTAWA ON K1S 1N4 **Total Estimated Cost** 613,866,2449 Coût global estimatif CANADA 02/25/2016 \$ 24,408.00 Phone: 613-866-2449 Date Telephone No. - N° de téléphone The Vendor hereby accepts/acknowledges this contract.

Le fournisseur recognait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte. Your offer is accepted to the extent specified herein. You are requested to supply as indicated herein. Return the signed copy forthwith. Nous vous demandons de fournir ce qui est précisé dans les présentes. Votre offre est acceptée aux Prière de retourner immédiatement une copie dûment signée. Fax No.- No. de Télécopie Vendor No.- No.du Fournisseur conditions exposées dans les

143252 JUS 9200-11 (07/2006) 000332

Title - Titre

Department of Justice

Ministère de la Justice

Contract # 1929460112 Protak Consulting Group Inc.

#### **CONTRACT SPECIFICATIONS**

## 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

This Contract is being issued for the requirement of Professional Services of an Enterprise Architect to assist with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition</u> <u>Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

- 31 Code of Conduct and Certifications
- 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
- 2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bidrigging or any other anti-competitive activity in the procurement process.
- 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

- 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
- 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
- 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Mike Maadarani

## 3.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

#### 4. Term of Contract

## 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

## 5. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract is:
Francisco Braga
Manager – Digital Workspace
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-868-7973
Email: Francisco.Braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

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to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.3 Contractor's Representative

Telephone: 613-866-2449

Email: @protakgroup.com

## 6.. Payment

## 6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: Mike Maadarani

Category: Senior Application/Software Architect

Firm Per Diem Rate: \$1,200.00

Estimated Level of Effort: up to a maximum of 18 days

#### 6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

## 6.3 Limitation of Expenditure

- 6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,600.00. Customs duties are included and Applicable Taxes are extra.
- 6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## 6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7. Accounts and Audit

- 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 8. Invoicing Instructions

- 8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment: Catherine Charbonneau

Project Support Officer

Department of Justice Canada

275 Sparks Street, Ottawa ON, K1A 0H8

Telephone: 613-863-5383

Email: Catherine.Charbonneau@justice.gc.ca

## 9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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Department of Justice

Ministère de la Justice Canada

Contract # 1929460112 Protak Consulting Group Inc.

#### 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C. Non-Disclosure Agreement;
- (f) Annex D, Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZT-120001/259/ZT; and
- (h) the Contractor's bid dated January 18, 2016.

## 12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada
- 13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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Ministère de la Justice Canada Contract # 1929460112 Protak Consulting Group Inc.

#### 15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

## 15.2 First Party Liability:

- 15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - b) physical injury, including death.
- 15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- 15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- 15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- 15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- 15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

#### 15.3 Third Party Claims:

- 15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- 15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to

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special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

Department of Justice Canada Ministère de la Justice Canada Contract # 1929460112 Protak Consulting Group Inc.

#### ANNEX A - STATEMENT OF WORK

#### 1 TITLE

Enterprise Architect - MS SharePoint - Enterprise Search

#### 2. BACKGROUND

The Department of Justice (JUS) has identified the need for search capabilities. With that said, an enterprise architect is required to assist JUS with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies. As part of this strategy, the connection of metadata from business to technical will be required to improve search results and at the same time plan for search server improvements considering the amount of data that needs to go through.

#### 3. REQUIREMENT

The Contractor will be required to provide:

- Enterprise Search Strategy for search requirements using SharePoint 2013 that will address:
  - o Indexing of files and information across the SharePoint infrastructure
  - Serving a range of user requirements, from complex research to simple fact checking, and supporting business-critical processes through customized search capabilities;
  - While respecting all document-level security restraints imposed by the originating content repositories involved
- Strategy for crawl function for GCDOCS and plan for federated search

#### 4. TASKS AND DELIVERABLES

A report will need to be completed by the Contractor. The Contractor will also be responsible for providing updates on a weekly basis to the Project Authority. All tasks/deliverables will need to be completed before March 31, 2016.

## 5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

#### 6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

#### 7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

## 8. CONSTRAINTS

The Contractor will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

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# Government of

JUS 9200-11 (07/2006)

## Gouvernement du

Signature

Canada	Canada	Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats									
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- Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/426/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/426/ZT sont incorporées dans les présentes.

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Vendor No	e: (613) 355-9835  o No.du Fournisseur   Fax No No. de Télécopie	Your offer is accepted to the extent specified herein. Votre offer est acceptee aux conditions exposées dans les présentes.  You are requested to suppl as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Return the sig	Telephone No	The Vendor hereby acc	epis/arknowledge	s this contract s qu'il a pris connaissar		nt contrat et qu'il Faccepi	

Department of Justice

Ministère de la Justice

Contract # 1929460113 Orangutech Inc.

#### **CONTRACT SPECIFICATIONS**

## 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Application/Software Architect to complete a Digital Workspace Accessibility Assessment for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

## 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

- 31 Code of Conduct and Certifications
- 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
- 2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bidrigging or any other anti-competitive activity in the procurement process.
- 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

- 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
- 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
- 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Graeme Jones

#### 3.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

#### 4. Term of Contract

## 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

## 5. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 5.2 Project Authority

The Project Authority for the Contract is:
Francisco Braga
Manager – Digital Workspace
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-868-7973
Email: Francisco.Braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

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to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.3 Contractor's Representative

Telephone: 613-288-2840 ext.

Email: @orangutech.com

#### 6. Payment

#### 6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource:

Category: Senior Application/Software Architect

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of days

## 6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

#### 6.3 Limitation of Expenditure

- 6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$22,080.00. Customs duties are included and Applicable Taxes are extra.
- 6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## 6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7. Accounts and Audit

- 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 8. Invoicing Instructions

- 8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 8.2 Invoices must be distributed as follows:
  The original and one (1) copy must be forwarded to the following address for certification and payment:
  Catherine Charbonneau
  Project Support Officer
  Department of Justice Canada
  275 Sparks Street, Ottawa ON, K1A 0H8
  Telephone: 613-863-5383

Email: Catherine.Charbonneau@justice.gc.ca

## 9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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#### 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Non-Disclosure Agreement;
- (f) Annex D, Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZT-120001/426/ZT; and
- (h) the Contractor's bid dated January 2016.

#### 12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada
- 13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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Contract # 1929460113
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## 15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

## 15.2 First Party Liability:

- 15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - b) physical injury, including death.
- 15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- 15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- 15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- 15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- 15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

#### 15.3 Third Party Claims:

- 15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- 15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to

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special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

Department of Justice Canada Ministère de la Justice Canada Contract # 1929460113 Orangutech Inc.

#### ANNEX A - STATEMENT OF WORK

#### 1 TITLE

Department of Justice Canada Digital Workspace Accessibility Assessment

#### 2. BACKGROUND

The Department of Justice (JUS) Digital Workspace Team has a need to acquire professional services to assist with their SharePoint 2013 accessibility and usability review.

#### 3. REQUIREMENT

The Contractor will be required to provide:

- A thorough WCAG 2.0 A and AA compliance review report of the JUS SharePoint 2013 platform against current Government of Canada Web Accessibility Standards, including, site templates, web pages, document libraries, and lists:
- Identify specific SharePoint features and functionality that do not meet the Government of Canada Web Standard and offer recommended solutions for improving compliance;
- Review SharePoint 2013 from the perspective of defined Persons with Disabilities (PWDs) and offer practical solutions and workarounds for improving their user experience with this tool.
- Conduct a workshop for 4 8 people to review the recommendations and discuss practical ways to implement solutions and how to engage PWDs when identifying and defining solution requirements.
- Consult with PWD users and stakeholders to help ensure that our Digital Workspace efforts are aligned to help provide reasonable accommodations to help them work digitally.

#### 4. TASKS AND DELIVERABLES

The Contractor will be responsible for providing:

- An on-premise SharePoint 2013 Web Accessibility and WCAG 2.0 A and AA compliance audit, and written report
  with compliance and usability related recommendations;
- Provide an onsite 2-3 three day advanced web accessibility solution workshop to the technical team
- Provide a 4 hour workshop to Digital Workspace Business Analysts and relationship managers to improve our awareness and responsiveness to helping to address accessibility needs related client engagement and business requirements gathering process.
- Engage Persons with Disabilities and EE stakeholders as necessary to understand their needs and concerns with respect to the Digital Workspace and offer strategies and advice to facilitating their transition and support to the Digital Workspace.

#### 5. REPORTING REQUIREMENTS

The Contractor will be required to complete the SharePoint 2013 compliance and usability assessment and submit the written report no later than March 31, 2016.

## 6. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to conduct his primary assessment on-site under the supervision of a technical team member, and will not have access to the premise outside of normal working hours. Likewise, all training and debriefing sessions will be contacted on premise at the following location:

Department of Justice 284 Wellington Street Ottawa, Ontario K1A 0H8

#### LANGUAGE OF WORK

All deliverables will be provided in English.

#### 8. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

## 9. CONSTRAINTS

The Contractor will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

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Ministère de la Justice Canada Contract # 1921960306 Samson & Associés

#### **CONTRACT SPECIFICATIONS**

#### 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

#### 2 Statement of Mork

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to complete salary forecasting analysis and process review for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

- 31 Code of Conduct and Certifications
- 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
- 2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bidrigging or any other anti-competitive activity in the procurement process.
- 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

- 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
- 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
- 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Pamela Grochot

#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract to April 30, 2016 inclusive.

#### 5. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla, Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 5.2 Project Authority

The Project Authority for the Contract is:
Diane Platt
Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4580
Email: Diane.Platt@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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s.19(1)

s.20(1)(c)

Department of Justice

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#### 5.3 Contractor's Representative

Telephone: 819-772-0044 ext.

@samson.ca Email:

#### **Payment** 6.

## Basis of Payment - Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Category: Senior Financial Specialist

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of

#### **Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

#### 6.3 **Limitation of Expenditure**

- Canada's total liability to the Contractor under the Contract must not exceed \$17,600.00. Customs duties are included and Applicable Taxes are extra.
- No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase

## Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## **Payment by Direct Deposit**

Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General

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Conditions - Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7. Accounts and Audit

- 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 8. invoicing instructions

- 8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment: Nadine Designations

Administrative Assistant to the Director, Resource Management

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-6499

Email: Nadine.Desjardins@justice.qc.ca

## 9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a) the Articles of Agreement;

(b) the general conditions 2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity)

(c) Annex A, Statement of Work;

- (d) Annex B, Security Requirements Check List
- (e) Annex C, Recipient Electronic Payment Registration Request Form;
- (f) Supply Arrangement Number E60ZT-120001/388/ZT; and
- (g) the Contractor's proposal dated March 1, 2016.

#### 12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada
- 13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 15. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in

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Department of Justice Canada Ministère de la Justice Canada

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death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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#### ANNEX A - STATEMENT OF WORK

#### 1. TITLE

Salary Forecasting Analysis and Process Review

#### 2. BACKGROUND

The SAP Salary Forecasting Tool (SFT) is both a forecasting and expenditure management tool. It is designed as a financial analysis tool (not a Human Resource System) which allows managers to forecast:

- 1. Planned & Vacant Positions
- 2. Employee Salaries
- 3. Employee Allowances (bilingual bonus, etc.)
- 4. Global Costs (overtime, payment in lieu of leave, etc.)

There are several benefits to using SFT including:

- Planning and managing annual salary costs
- Identifying irregular salary expenditures (overtime, pay in lieu, parental leave allowance, etc.)
- Accessing real time data from a single system
- Improved reporting

It is important to note that there will always be variances in the forecast as a result of timing differences between the period of the forecast and the period that the salary is actually paid to the employee and posted in SAP. However, variances are also created by incomplete or improper data entry.

#### 3. REQUIREMENT

The Contractor's resource will be required to complete a salary forcasts review and update. The Contractor's resource will review and reconcile/compare the SAP SFT data, review all planned staffing actions and work with Financial Management Advisors (FMAs) as needed to make changes/corrections.

The resource will also be required to develop a process and guide for all SFT users. This guide on the business process will ensure that a standardized approach is used across the Department and will complement the IFMS/SFT training (system input). Existing process maps and guides will need to be updated and the Financial Planning and Budgeting Manager and Director or Resource Management Division will need to be briefed on the revised process/guide.

## 4. TASKS AND DELIVERABLES

#### Task A:

Review the SAP Salary Forecasting Tool (SFT) data and compile all anomalies in the employee action codes used in all departmental cost centres (for example Leave Without Pay with no end date)

#### Task B

Reconcile/compare SFT data (employee, position, global forecasts) including action codes to actual pay files and/or FMA/manager planned staffing records to identify and compile errors/anomalies.

#### Task C:

Review all planned staffing actions:

- Confirm dates and positions
- Identify if start date is reasonable and achievable
- Analyze all records that appear erroneous
- Follow up with Financial Management Advisors (FMAs) to confirm data in SFT represents fairly the managers' actual and anticipated workforce

#### Task D:

Consult with FMAs to:

- Confirm their understanding of managers' planned staffing requirements and employment/pay status of current employees.
- As needed, advise/notify them of required changes/corrections

## Deliverable Due Date: Task A-D

Salary forecasts review and update must be completed by March 31, 2016

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#### Task E:

Following the above review (Task A to D), develop a process and a guide for all SFT users which will include:

- How to avoid most common SFT errors and correct them if required
- A checklist (step by step) to guide SFT users when and how to record and correct information in SFT.

## Task F:

Review and, as needed, modify existing SFT reference guides and process maps and/or develop a new guide to improve user efficacy, reduce error rates and/or facilitate trouble shooting/correction of common errors.

#### Task G:

Brief Financial Planning and Budgeting Manager and Director or Resource Management Division on revised process/guide.

#### Deliverable Due Date: Task E-G

Guide for all SFT users, modification of SFT reference guides and process maps and/or development of new guide, and briefing must be completed by April 30, 2016.

#### 5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

#### 6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

#### 7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

s.19(1) s.20(1)(c)

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Government of Canada

Gouvernement du Canada

#### Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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Requisition No. -: 1000020342

Resulting Contract Clauses E60ZT-120001/802/ZT

### 1. Security Requirement

# SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

- The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

  Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
     b. Industrial Security Manual (Latest Edition).

### 2. Statement of Work

This bid solicitation is being Issued for the requirement of Professional Services of four (4) Human Resource Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 5. Term of Contract

### 5.1 Period of the Contract

The Work is to be performed during the period of March 9, 2016 to July 31st, 2016.

# 5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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s.19(1)

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Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is: Mélanie Beauvais Lefort Contracting Officer Contracting Officer
Department of Justice Canada
Contracting and Materiel Management Division
284 Wellington Street, EMD1239
Ottawa, ON K1A 0HB
Telephone: 613-952-2243

E-mail: Melanle.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **6.2 Project Authority**

The Project Authority for the Contract is: Violet Fox Manager, Financial Application Information Solutions Branch Department of Justice Canada 275 Sparks Street, SAT - 9101 Ottawa, Ontario K1A 0H8 Telephone: 613-790-4867

E-mail address: violet.fox@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.3 Contractor's Representative

202C-1960 Scott Street Ottawa ON K1Z 8L8 Telephone: 613-695-9800

@fasttrackstaffing.com

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s.19(1)

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### 7. Payment

Consultant:

#### 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$16,825.00Customs duties are included and Applicable Taxes are extra.

Consultant: Per Diem Rate: plus taxes

Per Diem Rate: plus taxes

Payment for the work performed shall be made on the following basis:

// / / / / / / / / / / / / / / / / / /	enior HR Consultant
A maximum of days* of effort @	\$4,750.00 plus taxes
	Intermediate HR Consultant
A maximum of days* @	\$12,075.00 plus taxes
Sub-total	\$16,825.00
HST	\$2,187.25
TOTAL	\$19,012.25

<sup>\*</sup> One day of work is 7.5 hours.

### 7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$16,825.00. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, Z.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

  a.when it is 75 percent committed, or

  b. four (4) months before the contract exercise data.

b.four (4) months before the contract expiry date, or c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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#### 7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions'- Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20—Payment Period and Article 21—Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment,
- b) The accuracy of the Contractor's time recording system.
  c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).

  d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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#### 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 8. Invoicing instructions

The Contractor must submit invoices in accordance with the section entitled "invoice Submission" of the general conditions, invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Catherine Charbonneau
Project Support Officer
Information Solutions Branch
275 Sparks Street, SAT – 11074
Ottawa Ontario, K1A 0H8
Telephone: 613863-5383
E-mail: catherine.charbonneau@justice.gc.ca

# 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

### 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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### 11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/802/ZT
- e. The Contractor's proposal dated February 17, 2016, amended on March 8, 2016

#### 12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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### 15. Ownership

- Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the

### 17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalities related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

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- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications): or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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### Annexe A - Statement of Work

HR Services are being requested to provide support to Justice to lead a CS-02 Process with 3 streams.

#### **OBJECTIVE**

This contract is requested to provide support to the contract authority to lead, execute and complete a CS-02 Process. This contract will commence in fiscal year 2015/16 and will be completed in FY 2016/17. Tasks and deliverables are defined below.

#### 3. **BACKGROUND**

Justice Canada requires a CS-02 staffing process to be run to support the Information Solutions Branch. The organization is seeking the professional services of HR consultants on call to manage and execute required HR activities on an 'as and when needed' basis.

#### 4. SCOPE OF WORK

The Staffing Process is to be done for an estimation of 100 candidates.

As directed by the Project Authority, the allowing deliverables are expected to be provided with respect to HR requirements and staffing processes:

Step 1: To be done by March 31st, 2016

- Initiate the collective CS-02 process including
  o Ramp up on process (meetings and reading)
  o Create the Statement of Merit Criteria (SoMC)

  - Commence with the material generation
    Assist HR with the poster. Poster to be completed for CS-02 Advertised process 0 including 3 streams

Step 2: To be done by July 31st 2016

All remaining work (tasks) listed below to complete the staffing process for CS-2 positions under 3 streams,

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#### 5. TASK AND DELIVERABLE

#### 5.1 **Process Preparation**

- Ramp up on process (meetings and reading): Step1
  Participate in meetings and provide necessary status updates: Step 1 and 2
- Create the Statement of Merit Criteria (SoMC): Step 1
- Assist HR with the poster as required: Step 1
- Prepare a master rating guide for the process, including all relevant marking grids Step 2 Coordinate the approval of all major documents. Step 1 and 2

Note: Justice HR and the technical authority are responsible to sign off on all major documents.

#### 5.2 **Material Generation**

- Develop test material Step 1 and 2 Develop Interview Guide Step 1 and 2
- Develop a Reference Check Guide Step 1 and 2
- Develop any other relevant material required for evaluation Step 1 and 2

#### 5.3 Deliverable

- Screen all resumes Step 2
- Coordinate and execute a written exam (to be marked by client) Step 2 Create a list of candidates for the interview process Step 2
- Gather and collate interview results (interviews conducted by the client) Step 2
- Complete the reference checks Step 2
- Coordinate the collation of results Step 2
- Complete screening informal discussions as requested Step 2

#### 5.4 **Documentation**

- Documentation of all results provided in a manner acceptable to HR for the completion of the process: Step 1 and 2
  Submit Documentation to Project Authority and HR for final approval Step 1 and 2

#### 5.5 Other HR Support

Other HR Activities as requested by the Project Authority Step 1 and 2

#### 6. REPORTING REQUIREMENTS

The Contractor must prepare a monthly status report in a format acceptable to the Project Leader. This report should include, without being limited to, timesheets showing hours worked on a daily basis, financial reports, progress reports, expected delays and corrective measures.

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s.19(1) s.20(1)(c)

Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Government of Canada		
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From - Ded PORDONICK, KAYLA NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON KIA 0H8

PHONE: 613-946-9012

FAX:

CANADA

Date of solicitation - Date de l'in	vitation à soumissionner	Accounting Office Code Code du bureau comptable	Required Ord. Off - Bur. deman.	isition No De	mande Ser. No - N° de série	Page	1	of	1
Clauses (1) and (2) below will form Les clauses 1 et 2 ci-dessous font	part of this;	19219 Destination	19219	16	0410	Inspection	Agency	de Chargé de l'	inspection
Request for proposal	Demande de proposition	RESOURCE MANAGEDEPARTMENT OF		)A		Consigned destination specified in	unless	Destinataire de destinat si indiqué d	tion sauf
Contract	X Contrat		SJARDINS 613-	-957-64	99				
Amendment	Modification	284 WELLINGTON OTTAWA ON K1A CANADA	OH8				PORD	emandes de l ONICK, 1 946-901	KAYLA

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnele canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires set en sus. La TPS est comprise dans le coût (otal estimatif. Les prix comprenner les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number

Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement

1921960410

Amendment No.-No. de la modification Previous Value - Valeur précédente Inc./Decs. - Aug./Dim. Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to: Factures - Remptir et envoyer l'original et deux copies à :

RESOURCE MANAGEMENT DEPARTMENT OF JUSTICE CANADA

ATT: NADINE DESJARDINS 613-957-6499 284 WELLINGTON ST

OTTAWA ON KIA OH8 CANADA

- 1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/857/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/857/ZT sont incorporées dans les présentes.

Rem Article	Description			To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total	
00010	Snr Financial Specialist -		2016.03.17	2016.05.13	19219	lui — e		13%	702.00	6,102.00	
00020	Snr Financial Specialist -		2016.03.17	2016.05.13	19219			13%	2,145.00	18,645.00	
	Financial Codes Codage financier 0130-20050-153750 -4050	Amount Montant 21,900.00							:		
		is - La devise de ce bon est : CAD									
Solicitation At - Å	closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and services listed herein and on any attached sheets et the price(s) set out therefor. Re an offer to selt.	conditions set out hereis sponses to a request for	n, including the attachme proposal by a potential	ints hereto, the supplies a supplier will be considere	State pointinguer services	int of manufacture/shippi le lieu de fabrication ou doivent être rendus.	ng of goods d'expédition	or where service is to be des biens, ou encore le	performed. lieu où les	
On-Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux fournisseur éventuel seront considérées comme des offres de vente.	les présentes et dans le prix indiqués. Les répon	es documents ci-joints, le ses à une demande de p	es biens ou services, ou le roposition présentée par	es un F.O.B. P	oint - Point FAB		tination		
THE	address of Vendor - Nom et adresse du fournisseur RIGHT DOOR	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres mou	dées)			Pursuan En vertu sont disp	t to Section 32(1) of the l e de l'article 32(1) de la l ponibles	Financial Ac oi sur la ge	lministration Act, funds ar stion des finances publiqu	re available. ues des fonds	
	100 GLOUCESTER ST WA ON K2P 0A4							gnature		Date	
CANA						Total Es Coût glo	timated Cost bal estimatif		For the Minister - Résen	vé au Ministre	
Phon	Phone: 613-627-2158 Signature De		Telephone No N° de téléphone				\$ 24,747.00				
	o No.du Fournisseur Fax No No. de Télécopie	Your affer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.  You are requested to supply as indiceted herein. Nous vous demandors de fournir ce qui est précisé dans les présentes.		mer immédiatement	The Vendor hereby acce Le foumisseur reconnail	pts/acknowledg par les présent	es this contract. es qu'il a pris connaissar	ce du prési	ent contrat et qu'il l'accept	de.	
	675 11 (07/2006)	Caro ros presentes.				Signature			Title - T	Titre	

Department of Justice

Ministère de la Justice

Canada

Contract # 1921960410
The Right Door Consulting and Solutions Inc.

### **CONTRACT SPECIFICATIONS**

### 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

### 2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to develop a costing framework and review the departmental reserve template for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

- 31 Code of Conduct and Certifications
- 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
- 2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bidrigging or any other anti-competitive activity in the procurement process.
- 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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Department of Justice Canada Ministère de la Justice Canada Contract # 1921960410
The Right Door Consulting and Solutions Inc.

(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

- 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
- 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
- 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- William Callaghan

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract to May 13, 2016 inclusive.

# 5. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick Senior Contracting Officer Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8 Telephone: 613-948-2525

Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 5.2 Project Authority

The Project Authority for the Contract is:
Diane Platt
Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4580
Email: Diane.Platt@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

s.19(1)

s.20(1)(c)

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Department of Justice Canada Ministère de la Justice Canada Contract # 1921960410
The Right Door Consulting and Solutions Inc.

### 5.3 Contractor's Representative

Telephone: 613-627-2158

Email: @therightdoor.ca

#### 6. Payment

### 6.1 Basis of Payment - Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource:

Category: Senior Financial Specialist

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

### 6.3 Limitation of Expenditure

- 6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,900.00. Customs duties are included and Applicable Taxes are extra.
- 6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 6.4 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

# 6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein

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Department of Justice Canada

Ministère de la Justice Canada Contract # 1921960410
The Right Door Consulting and Solutions Inc.

under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

### 7. Accounts and Audit

- 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

### 8. Invoicing Instructions

- 8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Nadine Desjardins

Administrative Assistant to the Director, Resource Management

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-6499

Email: Nadine.Desjardins@justice.gc.ca

# 9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Page 4 of 13



Department of Justice Canada

Ministère de la Justice

Contract # 1921960410
The Right Door Consulting and Solutions Inc.

### 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Recipient Electronic Payment Registration Request Form;
- (f) Supply Arrangement Number E60ZT-120001/857/ZT; and
- (g) the Contractor's proposal dated March 13, 2016.

### 12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### 13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada
- 13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

# 14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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Department of Justice Canada Ministère de la Justice Canada Contract # 1921960410
The Right Door Consulting and Solutions Inc.

# 15. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



Department of Justice

Ministère de la Justice

Contract # 1921960410
The Right Door Consulting and Solutions Inc.

#### ANNEX A – STATEMENT OF WORK

#### 1 TITLE

Costing Framework and Review of the Departmental Reserve Template

#### 2. OBJECTIVE

The objective of this Contract is to retain the services of a Senior Financial Specialist to develop a costing framework for the Department of Justice Canada and to review the Departmental Reserve template.

### 3. TASKS

#### Task A

Review existing departmental and TBS policies, guidelines and frameworks on costing to develop best practices.

### Task B:

Develop a Costing Framework/Guideline for the Department of Justice Canada based on best practices on the following specific topics:

- a) Departmental guidelines in costing of salary and FTEs on numerous topics such as transfer of employees/organizations to new projects/initiatives.
- b) Departmental guidelines in costing on O&M per FTE.
- c) Define scope of Project/Initiative Costing in identifying what is included and excluded.
- d) Define life cycle costing of a project/initiative.
- e) Clear definition and guidelines between full and incremental costs.

#### Task C

Document Department of Justice Canada processes and procedures in the annual development of the Legal Services Rates and its related Hybrid Funding Model.

### Task D:

Develop a revised costing template for project funding requests against the departmental reserve.

### Task E

Define viable options and methodologies in the repatriation of a-base resources from client departments to Justice based on OGDs best practices if the Hybrid Funding model is modified.

### Task F

Brief Resource Management Division Managers and Director on the revised process/guide.

### 4. DELIVERABLES

The deliverables are as follows:

- 1) Costing Framework
- 2) Revised Costing Templates

### Deliverable Due Dates:

Deliverable due dates are to be determined by the Project Authority, but the deliverables must be completed and approved by the Project Authority no later than May 15, 2016.

# 5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Department of Justice Canada documents and sensitive information.

### 6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

### 7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite at the Department of Justice in order to fulfill the terms of the Contract.

Page 7 of 13

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Resulting Contract Clauses E60ZT-120001/462/ZT

### 1. Security Requirement

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

- The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 4.General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 5. Term of Contract

#### 5.1 Period of the Contract

The Work is to be performed during the period of March 30th, 2016 to June 30th, 2016.

### 5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Requisition No. - 1000020428

Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6. Authorities

### **6.1 Contracting Authority**

The Contracting Authority for the Contract is: Mélanie Beauvais Lefort
Contracting Officer
Department of Justice Canada
Contracting and Materiel Management Division
284 Wellington Street, EMD1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail: Melanie.beauvais-lefort@justice.gc.ca

E-mail: Meianie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.2 Project Authority**

The Project Authority for the Contract is:
Bruno Theriault
Director General, Workplace Branch
Department of Justice Canada
350 Albert Street, Suite 300
Ottawa Ontario, K1A 0H8
Telephone: 613-941-2818

E-mail address: bruno.theriault@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.3 Contractor's Representative

75 Albert Street, Suite 906 Ottawa ON K1P 5E7

Telephone: 613-234-4972 ext.

Email: bidresponse@qmrconsulting.com

s.19(1) s.20(1)(c)

Requisition No. - 1000020428

### 7. Payment

### 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$19,000.00. Customs duties are included and Applicable Taxes are extra.

Consultant:

Per Diem Rate:

plus taxes

Payment for the work performed shall be made on the following basis:

Peter Hadwen – Senior Business Analyst Consultant					
A maximum of days of effort @	\$19,000.00 plus taxes				
HST	\$2,470.00				
TOTAL	\$21,470.00				

### 7.2 Limitation of Expenditure

- 1.Canada's total liability to the Contractor under the Contract must not exceed \$19,000.00. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a:when it is 75 percent committed, or

b.four (4) months before the contract expiry date, or

c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

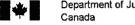
It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

Requisition No. – 1000020428



### 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Diane Latreille Admnistrative Officer Workplace Branch 350 Albert Street, Suite 300 Ottawa Ontario, K1A 0H8 Telephone: 613-952-6551

E-mail: diane.latreille@justice.gc.ca

# 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed. Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/462/ZT
- e. The Contractor's proposal dated March 9, 2016

### 12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



#### 15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

### 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Requisition No. – 1000020428

Annexe A – Statement of Work

#### 1 TITLE

Mental Health Departmental Action Plan

#### 2 OBJECTIVE

The objective of this contract is to support and deliver some important components of the recent departmental action plan on Mental Health. This work will help the Department of Justice to implement its mental health strategy for the organization.

#### 3. REQUIREMENT DESCRIPTION

The Department of Justice has recently developed a draft action plan to support psychological health in the organization. The services required by the consulting firm will be to develop and deliver some components of the action plan. The focus of this work will be on developing a framework for plan and performance, establishing the basis for monitoring performance against plan, and ensuring effective governance is in place to enable progress against plan. The deliverables will leverage best practices in other government departments, and also build on the work already accomplished by Justice Canada. See Section 6.2 and 6.3 for details

#### 4. SCOPE OF WORK

#### 4.1 Tasks / Detailed Services

1- Project Kick-off (review of proposal workplan, preparation of questions and comments)

Due date; March 31st, 2016

#### 2- Discovery (Initial Content)

- a. Request and review of relevant documents. This will include Justice Canada program documents, but also documents from other government departments with similar psychological health in the workplace programs (e.g., ESDC, and also the consultative results of TBS).
- Development of an outline/framework documents to create a visual and content understanding of "What is being built" for the final deliverable (e.g. structure, text, graphics, and tables suitable for the final deliverables (word document and power point)
- c. Discussion and confirmation of the key structure and proposed content for all key deliverables. For example, this will include confirming the logic model and performance measurement framework. It will also include a roughed out version of the Terms of Reference for the governance committee.

Due date: Second week of April, 2016

### 3- Establish Draft Content of key Deliverables to make Ready for Stakeholder Forum

- a. Conduct interviews with Champion and selected stakeholders regarding SWOT of current psychologic health at Justice, vision (end state), priority activities, governance requirements, desired outcomes
- b. Conduct working sessions/meetings with Workplace Branch officials to put content around the following structures to make them ready for the One-Day forum of stakeholders:
  - i. Framework
  - ii. Governance (committee)
  - Performance measurement iii.
  - Agenda and facilitation approach for forum
- Prepare and submit drafts to the client, and review and finalize as drafts for use in the one-day forum

Due date: end of April, 2016

### Conduct One-Day Forum of Stakeholders

- Develop and refine agenda and facilitation approach
- Facilitate the session in both official languages with reference to the documents/structures prepared in task 3. The goal of the session is to present the proposed framework, obtain support for its contents, and facilitate agreement on a list of priority actions phased over a multi-year time period. Time permitting the forum should also review the draft Terms of Reference for the Committee, and the draft performance indicators.
- Prepare a short report on the session, which will include content and recommendations about the framework.

Due date: Second week of May, 2016

### 5- Prepare Final Deliverables

- Revisions to the Terms of Reference will be prepared for final review by the Champion.
- b. Completion of a report on AS IS and TO BE organization structure.

Due date; End of May, 2016

#### 4.2 Deliverables and Acceptance Criteria

The Consulting firm will be responsible to deliver the following results:

#### 1) Mental Health Framework:

Develop a Mental Health Framework that will set out the vision, desired outcomes, pillars of activities and the expected outputs and short-term outcomes. This will set the basis for an integrated plan of priority activities phased-out over the next three years to achieve

measurable outcomes. The framework will be in a placemat format with supporting description.

### 2) Stakeholders Forum:

Organize and facilitate a one-day forum with stakeholders to discuss the current organizational approach on psychological health. The key output of the forum will be a list of priority actions phased out over a multi-year roadmap.

### 3) Mental Health Departmental Committee:

Develop Terms of Reference, membership and governance relating to the proposed action to establish a departmental committee to provide guidance and direction on the management of psychological health lead by the Mental Health Champion.

#### 4) Performance Measurement Plan:

Identify key performance indicators to monitor the status of psychological health and assess progress. These indicators will align with the framework, and follow SMART principles. They will be leading and lagging indicators to serve as the basis for continuous improvement of services